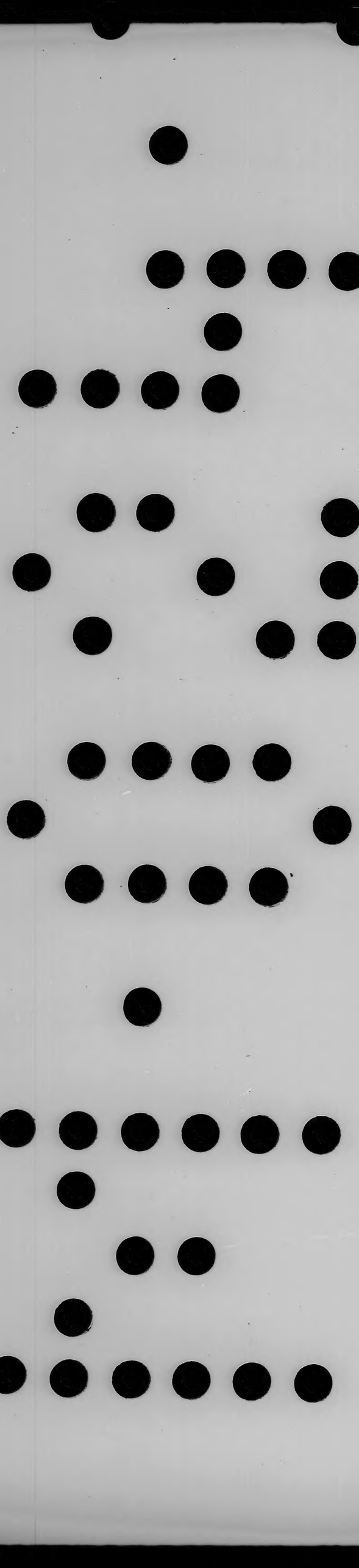

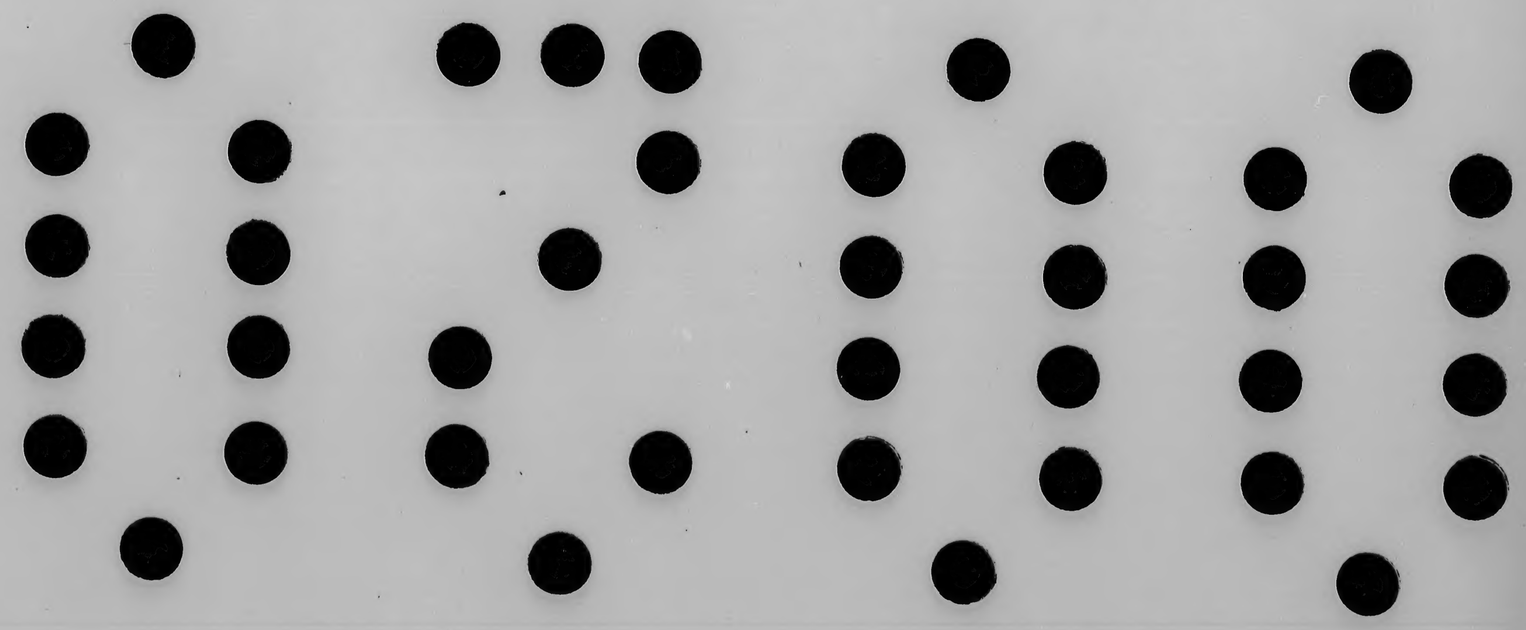

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BUNCOMBE COUNTY
CITY OF ASHEVILLE
COUNCIL MINUTES

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PAGES 1 575
FILMED 7 10 73
RED RAT 16 1

"A"

	PAGE
Audit Report - period ending June 30, 1953	7
American Enka Corporation - agreement to furnish water to city	7
Asheville Public Libraries - report	7
Ashe, James E. - contract for auditing	11
Asheville Board of Alcoholic Control - appointment of Chairman (J. Lloyd Britt)	18
Asheville Board of Alcoholic Control - quarterly report, September 30, 1953	18
Audit Report - period ending September 30, 1953	23
Advisory Board - Smoke Abatement - Appointment of two members (Clyde Bradley and Arnold Vanderhoof)	27
Asheville Boxing Commission - audit (January 1, 1953 to December 31, 1953)	37
Annual report - Fire Department (Year ending December 31, 1953)	38
Asheville Board of Alcoholic Control - period ending December 31, 1953	44
Asheville Tourist Association - Request for Traffic Courtesy Plan	61
Asheville Board of Alcoholic Control - perior ending March 31, 1954	65
Aviation Board - recommendation re site	63
Airport - application filed	116
Amboy Road - Offer to lease property by Calvin W. Marshall	133
Ashe, James E. - lease of space in City Hall	134
Asheville Board of Alcoholic Control - audit report - June 30, 1954	140
Aviation Committee - airport survey requested	141
Audit Report - Board of Tax Supervision-- period ending June 30, 1954	142
Audit Report - period ending June 30, 1954	142
Audit Report - Sinking Fund Commission for Buncombe County - period ending June 30, 1954	145
Airport - George Wright selected to compile information on new airport	146
Andrews, F. Tate, D/B/A Tate's Used Auto Parts - lease of property on Riverside Drive	147
Ashe, James E. - agreement to audit	148
Asheville Sand Company - lease of sand drag property	149
Airport - report of George H. Wright	149
Asheville Board of Alcoholic Control - quarterly report, September 30, 1954	151
Audit Report - period ending September 30, 1954	156
Advisory Board - Smoke Abatement - appointment of two members, Thomas D. Osborne and Eugene Ochsenreiter	160
Audit Report - City of Asheville Board of Alcoholic Control - period ending December 31, 1954	166

	PAGE
Asheville Beautification Commission - Leo A. Bessette, Jack Barfield, Albert L. Reynolds, Ken Spivey, C. T. Alley, Fred Groce, Mrs. L. H. Sapp, W. F. Talman	171
Alley, C. T. - named member Asheville Beautification Commission	171
Asheville School Board - appointment of member - Mrs. Don R. Printz	172
Audit - period ending December 31, 1955	173
Asheville-Biltmore College - re-appointment of members (E. B. Roberts, Dr. Charles A. Shull and Dr. Richard Nailling)	174
Asheville City Schools - letter of appreciation from J. W. Byers	176
Audit report - City of Asheville Board of Alcoholic Control - period ending March 31, 1955	178
Abernethy, Walter I. - elected Vice-Mayor	181
Auditorium, use of by cerebral palsy group	230
Asheville Beautification Commission - request for uniformed inspectors	230
Audit - period ending March 31, 1955	231
Airport - request for appropriation to match federal funds	232
Annual Report of Civil Service Board	232
Airport - resolution relating to	233
Airport - communication from Don S. Elias	233
Austin, Frank J. - resolution regretting death	234
Adams, William, Jr. - appointment as member of Board of Adjustment (Planning & Zoning)	249
ABC Board - annual audit - period ending June 30, 1955	250
Audit Report - period ending June 30, 1955	250
Abernethy, Walter I. - resignation as member of City Council	250
Algary, William F. - elected as member of City Council	250
Ashe, James A. - agreement for auditing	251
Atkins, Harry - appointed member of Planning and Zoning Commission	254
Ambulances, speeding - discussion	257
Asheville official colors - blue and white	257
Asheville Beautification Commission - recommendations	262
Audit Report - period ending September 30, 1955	265
Advisory Board, Smoke Abatement - resignation of Arnold H. Vanderhoof	273
Advisory Board, Smoke Abatement - resolution expressing appreciation of Arnold H. Vanderhoof	273
Advisory Board, Smoke Abatement - appointment of 3 members, Anthony Lord, Vernon G. Moser and Henry Baker	273
Airport - authorization to employ engineering firm	279
Airport - C. Leyton Willis and Associates to make survey	289

PAGE

Audit report - Boxing and Wrestling Commission - period ending December 31, 1955 290

Audit report - period ending March 31, 1956 355

Airport - preliminary site studies report presented by C. Leyton Willis & Associates 371

Asheville-Biltmore College, Inc. - Re-appointment of members (Mrs. Natalie Hampton and L. A. Owen) 371

Asheville Agricultural Development Council - extends invitation to visit Rural Contest Winner 373

Audit Report - City of Asheville Board of Alcoholic Control 375

Asheville Citizen-Times - resolution commending authorized 376

Asheville Chamber of Commerce - resolution commending authorized 376

Asheville Chamber of Commerce - resolution commending 377

Asheville Citizen-Times - resolution commending 377

American Business Club - assistance with Little League Baseball requested 378

Audit - period ending June 30, 1956 378

Audit - Sinking Fund Commission for Buncombe County - period ending June 30, 1956 379

Asheville School Board - amendment to former lease 385

Ashe, James E. - contract for auditing 387

Annual report of City 387

Annual report of City - letters of appreciation 388

Annual report of City - letter of appreciation 388

Airport - Final Airport Site Study Report of C. Leyton Willis & Associates (resolution approving) 389

Auditorium - bid received for furnishing air conditioning equipment (Ross & Witmer, Inc.) 390

Auditorium - bid awarded Ross & Witmer, Inc. for furnishing air conditioning equipment 390

Asheville Board of Alcoholic Control - resignations of Leo H. Manley and W. Fleming Talman 392

Asheville Board of Alcoholic Control - appointment of chairman and members (W. Jennings Groome; Lawrence C. Merchant and Hyman Dave) 394

Asheville Chamber of Commerce - lease of space in City Hall Bldg. 393

Airport - resolution of Greater Asheville Council 394

Asheville Agricultural Development Council - invitation to Council to attend meeting 408

Asheville Agricultural Development Council - resolution of appreciation (John Strohm article) 409

Audit - period ending September 30, 1956 409

Advisory Board - smoke abatement - appointment of two members (Clyde Bradley, Anthony Lord) 413

Asheville metropolitan area - creation of joint Planning Board by city and county - endorsement - Urban Renewal 417

Asheville Board of Alcoholic Control - salaries 417

PAGE

Airport - site a necessity - legislation requested 419

Asheville Board of Alcoholic Control - audit 419

Asheville City Schools - discussion 25¢ special tax, Asheville District 420

Asheville City Schools - letter of appreciation from Superintendent 423

American Legion - Rockwell-Ballew Post No. 2 - lease of property for off-street parking (Broadway) 426

Airport - tentative schedule - election May 14, 1957 427

Airport Bonds - City Clerk to publish notice to apply to Local Government Commission for approval 427

Airport Bonds - Committee to be appointed to solicit contributions from heavy industry 428

Asheville School Board - H. E. Johnson not to be considered for re-appointment 428

Asheville School Board - appointment of two members (Beaman Pinner, Traynham Houston 430

Airport pamphlet - authorized 430

Armory - offer to purchase property accepted by Carmelite Order of Catholic Church 435

Airport Bonds - Application to Local Government Commission for approval of proposed issue 430

Airport Bonds - City Manager designated to make debt statement 430

Airport Bonds - Debt Statement and Assessed Valuation 431

Airport Bonds - Charter requirement passage of ordinance three days dispensed with 432

Airport Bonds - publication of bond ordinance 433

Airport Bonds - Resolution calling election 433

Audit - period ending December 31, 1956 436

Arrowsmith, General John C. - appointment as Director of Civil Defense 442

Airport - resolution canvassing returns of special bond election held May 14, 1957 444

Airport - resolution providing for recording, filing and publication of statement of special bond election held May 14, 1957 444

Airport - statement of result of special bond election held May 14, 1957 444

Armory property - release of part by government - supplement agreement 446

Asheville Board of Alcoholic Control - report 452

Airport - result of special election 448

Airport - appointment of John C. Walker As Airport Engineer 515

Airport - appointment of W. F. Wolcott, Jr. as Assistant Airport Engineer 515

Andrews, F. Tate - protest classification under privilege tax ordinance 515

Anderson, Mrs. Wall - appointed member of Library Board 515

"A"

Page

Auditorium - catering service proposed 517

Asheville School Board - resolution concerning 517

Auditorium - leasing of display space discussed 518

Airport - anticipation notes authorized 520

Airport - ordinance - survey and condemnation of land 520

Agha, Begum Tahira of Pakistan (visitor to meeting) 522

Audit - City of Asheville Board of Alcoholic Control, period ending June 30, 1957 525

Airport - contract with C. Leyton Willis and Associates and Six Associates, Incorporated for engineering and architectural services 526

Audit - period ending June 30, 1957 528

Audit - Sinking Fund Commission for Buncombe County - period ending June 30, 1957 530

ABC Board - resignation of W. Jennings Groome as Chairman 531

ABC Board - appointment of Walter I. Abernethy as Chairman 531

Abernethy, Walter I. - appointment as Chairman of ABC Board 531

Asheville Sand Company - lease (sand drag property, mouth of Hominy Creek) 532

Ashe, James E. - agreement for services 534

Asheville Junior Chamber of Commerce - deed for Recreation Park swimming pool 535

Airport - request of Capital Airlines to temporarily discontinue service opposed 536

Airport - charter service - request of Morgan Manufacturing Co. 538

Airport - bond - anticipation note 538

Airport - bonds authorized 539

ABC Board - reappointment of Hyman Dave 539

Airport - intervenor before C.A.B. authorized in Dockets 9083 and 5713, et al 539

Asheville-Biltmore College - Community College Promotion Committee appointed 541

Asheville-Biltmore College - appropriation plans - discussion 542

Audit - period ending September 30, 1957 542

Asheville-Biltmore College - appointment of two members of board of "The Trustees of Asheville-Biltmore College" (Gertrude W. Ramsey and J. W. Byers) 544

Advisory Board - Smoke Abatement - appointment of two members (Eugene Ochsenreiter and S. Clinton Minich) 544

Airport Bond Registrar - appointment of Curtis Bynum 547

Audit - ABC Board - period ending December 31, 1957 547

Atkins, Harry - appointed member Planning and Zoning Commission 547

Atkinson Street - closed as public street 549

Athens Street - closed as public street 549

Page

Alley south of Bryson Street - disclaimer of any right to 549

American Enka Corporation - resolution establishing water rate for 551

Audit - period ending March 31, 1958 553

Airport - Grant Agreement with United States of America through CAA for $250,000 553

Audit - ABC Board 560

AIRPORT - Westfeldt, George - deed of exchange 568

Audit - period ending March 31, 1958 570

AIRPORT - advertisement for bids authorized 572

	PAGE
Bond Issue (State) - Council asked to give approval	8
Budget - period ending September 30, 1953	13
Budget - period ending October 31, 1953	18
Britt, J. Lloyd - appointment as Chairman of City of Asheville Board of Alcoholic Control	18
Bonds called - Sinking Fund Commission for Buncombe County	23
Beaverdam Water and Sewer District - conference arranged with County Commissioners	23
Beaverdam Water and Sewer District - proposed contract	24
Budget - period ending November 30, 1953	24
Burnette, James T. - lease of space in City Building	25
Bradley, Clyde - appointment as member of Advisory Board - Smoke Abatement	27
Beaverdam Water and Sewer District - hearing set on proposed contract	27
Beaverdam Water and Sewer District - contract with City	28
Budget - period ending December 31, 1953	30
Beaverdam Water and Sewer District - report of engineer on abatement of nuisance	31
Buncombe County Receiving Home - invitation to attend opening	31
Budget - period ending January 31, 1954	36
Beaverdam Water and Sewer District - progressing with improvements - initial cost provided at expense of city	43
Budget - 8 months period ending February 28, 1954	44
Beaverdam Water and Sewer District - proceeding under Court Order	45
Boy Scouts of America - Scouts Code of Conservation presented to Council	60
Beaverdam Sewer Project - Burnsville Section	60
Buncombe County Medical Society - recommendation City-County consolidation Health Depts.	61
Beaverdam Sewer Project - new line completed	63
Budget statement - April 30, 1954	65
Bonds - call for by Sinking Fund Commission	115
Budget Requests - 1954-1955	116
Budget - Temporary for July	121
Budget - Temporary for Interval prior adoption of appropriation ordinance $125,000	124
Budget - Proposed July 1, 1954 to June 30, 1955	126
Board of Tax Supervision - Countywide request for countywide assessment and valuation tax program	127
Budget - 1954-1955 Fiscal year	129
Board of Tax Supervision - audit report - period ending June 30, 1954	142
Budget statement - August 31, 1954	145
Budget statement - September 30, 1954	149
Budget statement - October 31, 1954	151
Buses - request for safety measures for school children	151
Budget - period ending November 30, 1954	156
Bryson, Moore - appointment as Commissioner of Housing Authority of City of Asheville	159
Blue Ridge Parkway - resolution protesting being made toll road	160
Budget - period ending December 31, 1954	160
Blue Ridge Parkway - communications from Congressmen	160
Budget - period ending January 31, 1955	164
Budget - period ending February 28, 1955	167
Bessette, Leo, named Chairman Asheville Beautification Commission	171
Barfield, Jack - named member Asheville Beautification Commission	171
Budget - period ending March 31, 1955	173
Byers, J. W. - letter of appreciation from	176
Byers, J. W. - Corporation Counsel requested to draw resolution of appreciation	178
Burton Street - stop and go light requested at intersection of Haywood Road	178
Buncombe County Medical Society - resolution favoring sewage disposal	177
Board of Alcoholic Control - audit report, March 31, 1955	178
Budget - period ending April 30, 1955	180
Banking depositories for city funds - Wachovia Bank & Trust Company First National Bank and Trust Company Bank of Asheville	181
Bonds - officers and employees	181
Bonds - call by Sinking Fund Commission	230
Biltmore Forest, Town of - request for water main	230
Board of Examiners - Policemen's and Firemen's Pension and Disability Fund - appointment of member (Dr. Farrar Parker)	231
Bailey, James H. - elected member of Civil Service Board by classified service	231
Bell, Dewey - elected member of Civil Service Board by classified service	231
Buncombe County Board of Health - no contribution by city	231
Budget - period ending May 31, 1955	232
Building Inspector - recommendations in revising Zoning Ordinance	233
Budget Estimate - filed by City Manager	233
Board of Alcoholic Control - appointment of member (W. Fleming Talman)	234
Board of Electrical Examiners - appointment of members (D. F. Hyatt, R. G. Thyse, G. L. Beck; C. T. Johnson, C. H. Gudger, ex officio)	236
Beck, G. L. - appointment as member of Board of Electrical Examiners	236
Boxing and Wrestling Commission - appointment of members (Dr. Leon Feldman, Clarence H. Crawford, Arthur York)	236

	PAGE
Budget - statement - period ending June 30, 1955	238
Biltmore Forest - Town of - proposal for water contract	247
Board of Adjustment (Planning & Zoning) - appointment of two members (William Adams, Jr. and J. Hart Snyder)	249
Board of Alcoholic Control - annual audit - period ending June 30, 1955	250
Board of Tax Supervision - annual audit - period ending June 30, 1955	250
Budget - statement - period ending August 31, 1955	250
Budget - statement - period ending September 30, 1955	253
Budget - statement - period ending October 31, 1955	262
Beautification Commission - recommendations	262
Board of Trustees of Firemen's Relief Fund - appointment of member, Perry C. Tomlin	263
Budget - statement - period ending November 30, 1955.	268
Budget - statement - period ending December 31, 1955.	273
Board of Elections - resignation of Paul S. Jones	273
Board of Elections - appointment of H. E. Pollock, Jr.	273
Baker, Henry, appointment as member of Advisory Board, Smoke Abatement	273
Budget - statement - period ending January 31, 1956	278
Budget - statement - period ending February 29, 1956	280
Beaucatcher Tunnel - discussion of lighting	287
Budget - statement - period ending March 31, 1956	288
Boxing and Wrestling Commission - audit report, period ending December 31, 1955	290
Bus service - petition for improvement (Malvern Hills Community)	290
Beverly Hills - proposal by Loren D. Packer to purchase small piece of property	296
Bonds - call by Sinking Fund Commission	355
Budget - meeting set to discuss	355
Budget - statement - period ending May 31, 1956	357
Buncombe County Health Department - congratulations on record	357
Budget Estimate - filed by City Manager	360
Buncombe County Medical Society - Council endorses Salk vaccine immunization program	375
Budget - statement - period ending July 31, 1956	375
Board of Tax Supervision - Annual Audit	375
Budget - statement - period ending August 31, 1956	379
Budget - statement - period ending September 30, 1956	384
Board of Alcoholic Control - resignations of Leo H. Manley and W. Fleming Talman	392
Board of Alcoholic Control - appointment of chairman and members (W. Jennings Groome; Lawrence C. Merchant and Hyman Dave)	394

	PAGE
Budget statement - period ending October 31, 1956	394
Bonds - call by Sinking Fund Commission	407
Budget statement - period ending November 30, 1956	409
Burnette, James T. - lease of space in City Bldg.	410
Board of Elections - appointment of members (H. E. Pollock, Jr., Mrs. Elizabeth R. Weaver, and Harry R. Logan)	412
Booth, R. P. & Co. - offer to purchase Municipal Golf Course "upper nine"	392
Booth, R. P. & Co. - offer to purchase Municipal Golf Course "upper nine" - rejected	412
Budget statement - period ending December 31, 1956	413
Bradley, Clyde - appointment as member of Advisory Board - smoke abatement	413
Board of Alcoholic Control - salaries	417
Board of Examiners for Journeymen Plumbers requested	418
Board of Alcoholic Control - audit	419
Budget statement - period ending January 31, 1957	420
Budget statement - period ending February 28, 1957	425
Bonds - airport - tentative schedule (election May 14, 1957)	427
Bonds - airport - City Clerk to publish notice of intention to apply to Local Government Commission for approval	427
Bonds - airport - committee to be appointed to solicit contributions from heavy industry	428
Bonds - airport - application to Local Government Commission for approval of proposed issue	430
Bonds - airport - City Manager designated to make debt statement	430
Bonds - airport - Debt Statement and assessed valuation	431
Bonds - airport - Charter requirement passage of ordinance three days dispensed with	432
Bonds - airport - publication of bond ordinance	433
Bonds - airport - resolution calling election	433
Budget statement - period ending March 31, 1957	436
Buncombe County - Civil Defense Agreement	436
Biltmore Forest, Town of - Civil Defense Agreement	436
Black Mountain, Town of - Civil Defense Agreement	436
Brown, Sanford W. - proposal re highway and deepening river	439
Burleson, F. C. - proposal to sublease Lexington Avenue curb market properties	441

	PAGE
Beautification Committee - recommendation re Litter Bugs	442
Bonds - Airport - resolution canvassing results of election held May 14, 1957	444
Bonds - Airport - resolution providing for recording, filing and publication of statement of special bond election held May 14, 1957	444
Bonds - Airport - Statement of result of special bond election held May 14, 1957	444
Bonds - Airport - result of election	448
Budget - statement for period ending April 30, 1957	452
Boxing and Wrestling Commission - annual audit	452
Board of Alcoholic Control - audit	452
Banking depositories designated - Wachovia Bank and Trust Company, First National Bank and Trust Company, and Bank of Asheville	453
Bank of Asheville - designated depository of city funds	453
Bonds of city officials and employees	453
Blanchard, Charles - appointed Foreman of Sanitary Department	515
Bonds - call of Sinking Fund Commission	515
Bostic, W. A., Jr. - appointed Superintendent of Street Department	515
Bailey, James H. - elected member of Civil Service by employees in classified service	517
Bell, Dewey - elected member of Civil Service by employees in classified service	517
Boxing and Wrestling Commission - members appointed (Dr. Leon Feldman, Clarence H. Crawford, Arthur York)	519
Biltmore Company - lease (Biltmore Fire Station)	518
Bonds - Airport - anticipation notes authorized	520
Budget Estimate - filed by City Manager	521
Budget - report by City Manager	523
Budget - statement for period ending July 31, 1957	526
Budget - statement for period ending August 31, 1957	530
Buncombe County Electrical Inspector - to inspect city schools	530
Budget - statement for period ending September 30, 1957	535
Board of Adjustment - recommendation re amendment to zoning ordinance (carports and Garages)	535
Budget - statement for period ending October 31, 1957	538
Board of Alcoholic Control - reappointment of Hyman Dave as member	539
Bonds - airport, $1,100,000 authorized	539
Bonds - call of Sinking Fund Commission	540
Brownie Scouts - visit Council meeting	540
Budget - statement for period ending November 31, 1957	540

	PAGE
Bus service - request to curtail	542
Byers, J. W. - appointment to board "The Trustees of Asheville-Biltmore College"	544
Budget - period ending December 31, 1957	544
Bond Registrar for Airport Bonds - appointment of Curtis Bynum	547
Bynum, Curtis - appointment as Bond Registrar for Airport Bonds	547
Budget - period ending January 31, 1958	547
Booth, R. P. - appointed member The Metropolitan Planning Board	547
Bryson, Moore - appointed member The Metropolitan Planning Board	547
Bryson Street - disclaimer of any right to portion of alley south of	549
Budget - period ending February 28, 1958	550
Blue Ridge Parkway - reaffirm stand in opposition to tolls	550
Blue Ridge Parkway - communications	550
Biltmore Forest, Town of - resolution establishing water rate for	550
Beacon Manufacturing Company - resolution establishing water rate for	551
Blue Ridge Parkway - resolution free from tolls and fees	551
Budget - period ending March 31, 1958	553
Baseball for teen agers and older boys - field to be lighted	559
Budget - period ending April 30, 1958	560
Budget - period ending May 31, 1958	570
Bus service - petition (Biltmore section - White Transportation Company)	573
Bids - new Airport - advertisement authorized	572
Budget Estimate filed -	575

	PAGE
Carter, William J. - lease of property on Roberts Street	3
City property for sale - resolution (Lot 46, Sheet 16, Ward 3)	7
Consolidation of city-county functions - motion to make study	13
City Council - resignation of Myron C. Peterson	14
City Council - election of Robert I. Presley	14
Consolidation - city and county functions resolution Greater Asheville Council	17
City of Asheville Board of Alcoholic Control - appointment of Chairman (J. Lloyd Britt)	18
City of Asheville Board of Alcoholic Control - quarterly report, September 30, 1953	18
Civil Service Board - rule regarding retirement, public hearing set	18
Civil Service Board - rule regarding retirement, approval by Council	19
City Hall - lease of space by Dr. H. E. Hinman	22
County Commissioners - conference arranged with to discuss Beaverdam Water and Sewer District	23
City Hall - lease of space to Dr. B. H. Hartman and James T. Burnette	25
City Hall - lease of space to Dr. Don R. Printz	34
Civil Service Board - Watson-Shipman Report	43
Consolidation - city and county Health Departments - J. L. Widman making study	44
City Council Meeting - proposed change in time not recommended	46
City property for sale - resolution	45
City and County Health Departments - consolidation - discussion	63
Carolina Power & Light Company - easement over city property (Riverside Drive)	61
Consolidation of City and County Health Departments - resolution	65
City of Asheville Board of Alcoholic Control - interim report	65
Civil Service Board - Annual Report	65
Cordova Street - installation of oil tank protested	116
Concolidation of City-County Health Departments - Request for statement of specific health services by City Manager	117
Civil Service Board - Appeal of C. J. Lanning continued	117
Consolidation - City-County Health Departments - Contract and Lease	118
Consolidation - City-County Health Departments - Resolution	119
Chamber of Commerce - Request increased appropriations	119
Civil Service Board - Appeal of J. C. Lanning continued indefinitely	119
Consolidation - City County Health Departments - Contract & Lease on file	119
Carolina Power & Light Co - Rates for service to City	121
Cheesborough, John C. - Claim for Mrs. Florence McNeely for personal damages	121
Carolina Power & Light Co - Resolution relating rates for electricity	123
Carolina Power & Light Co - Additional comparative rates requested	125
City Dog Control Program -	126
Carolina Power & Light Co - State Utility Commission Report on Rates	129
Cambridge Road-Horizon Hill - Request for additional water pressure - J.C. Dillard	133
City Hall - lease of space - James E. Ashe, Dr. Russell	134
Cambridge Road - report of City Manager on request for water	138
Carolina Power & Light Co. - discussion re rates	138
Carolina Power & Light Co. - resolution fails	139
Civil Service Board - rule - Annual leave, sick leave, leave of absence - hearing set	139
City of Asheville Board of Alcoholic Control - audit report - June 30, 1954	140
Civil Service Board - rule approved - Annual leave, leave of absence, sick leave	141
City employees - rule approved - annual leave, leave of absence, sick leave	141
Crime Prevention Bureau established	150
Carolina Power & Light Company - easement (Riverside Drive)	151
City-County Plaza - request to develop part as off-street parking area	151
City of Asheville Board of Alcoholic Control - audit report - September 30, 1954	151
City-County Plaza - communication from L. Lyons Lee opposing	151
City of Asheville Board of Alcoholic Control - appointment of member (Leo H. Manley)	152
City Managers Convention - brief report by City Manager Weir	156
Cross-town expressway - citizens will be given opportunity to be heard	156
Cross-town expressway - material being assembled	157
Cross-town expressway - plan of City Engineer	164
Coggins, George B. - consent agreement with to sub-lease part of quarry tract	162
Carolina Power & Light Co. (no discrimination in charges for street lighting)	164
Coggins, George B. - quarry property - certain streets withdrawn from dedication	165

	PAGE
City of Asheville Board of Alcoholic Control - audit report, period ending December 31, 1954	166
Center Street - closed	166
Civilian Defense - proposed report on evacuation	172
City Charter - amendments relating to Department of Welfare and Health requested	173
City of Asheville Board of Alcoholic Control - audit report, period ending March 31, 1955	178
Cross-Town Expressway - Fancher letter - public hearing to be held	178
Council - oaths of office	181
City Manager - appointment - Weldon Weir	181
Corporation Counsel - appointment - R. W. Wells	181
City Clerk - appointment - Margaret Simmons	181
Civil Service Director - appointment - John A. Goode	181
Civil Service Board - member - Samuel J. Fisher	181
City funds - depositories designated	181
City officials and employees - salaries	182
Council - weekly meetings	181
Civil Service Board - election of members by classified service (James H. Bailey, Dewey Bell)	231
County of Buncombe - health - no contribution to be made by city	231
Civil Service Board - Annual Report	232
City of Asheville Board of Alcoholic Control - appointment of member (W. Fleming Talman)	234
Crawford, Clarence H. - appointment as member of Boxing and Wrestling Commission	236
Crawford, Narvel J. - appointment as Substitute Judge of Police Court	238
Coleman, James M. - reappointed member of Planning and Zoning Commission	248
City of Asheville Board of Alcoholic Control - annual audit - period ending June 30, 1955	250
City of Asheville - annual audit - period ending June 30, 1955	250
George Coggins - extension of Quarry Tract lease requested	252
George Coggins - extension of Quarry Tract lease - discussion	253
George Coggins - extension of Quarry Tract lease - discussion	254
City Colors - blue and white adopted	257
Coggins, George - new lease for Quarry Tract	261
City limit line - request of property owners for annexation (Red Oak section)	258
City limit line - resolution to consider annexation (Red Oak section)	261
City property for sale - resolution (Henderson County)	262
City Manager - report on parking lots	263
Codnere, Dr. John T. - lease of space in City Hall	264
City Hall - lease of space to Dr. John T. Codnere	264
Coggins, George - Landlord's consent agreement (Quarry Tract)	265
Coggins, George - Landlord's consent agreement - quarry tract - Report of City Manager and Corporation Counsel	268
City Manager and Corporation Counsel - Report - landlord's consent agreement, George B. Coggins, quarry tract	268
Cross-town expressway, functional plan of State Highway and Public Works Commission	270
Cowan, J. Gerald - reappointed member of Firemen's Relief Fund	271
City Hall - lease of space to Dr. B. H. Hartman	271
Civil Service - resolution regretting death of Director, John A. Goode	275
Civil Service - resolution appointing Director and member, Maurice Puckett	276
Chamber of Commerce - request for additional funds	279
Civil Service Board - amendment to rules and regulations requested (age limit for intra-departmental promotions in Police and Fire Depts.)	280
City Hall - lease of space to Dr. William T. Hillier, Jr.	280
City limits - petition requesting annexation (lots in Richmond Hills section)	282
Civil Service Board - amendment to rules and regulations approved (age limit for intra-departmental promotions in Police and Fire Depts.)	282
City limits - resolution to consider annexation (Richmond Hill section)	287
Children's Welfare League - thanks for assistance	295
City Manager - to regulate and grant concessions at McCormick Field, Memorial Stadium and Walton Street Park	347
Civil Service Board - annual Report	357
Cooperation Agreement with Housing Authority - amendment	359
City Limits - request of property owner for annexation	361
City Limits - resolution to consider annexation (Red Oak Road section)	373
City of Asheville Board of Alcoholic Control - annual audit	375
City property sale - resolution	373
City Hall Building - policy with respect to leasing space	375
Chamber of Commerce - minutes of Board of Directors	376
Chamber of Commerce - resolution commending authorized	376
City property sale - resolution	379
City of Asheville Annual Report - 1955-56	387
City of Asheville Annual Report - letters of appreciation	388
Chamber of Commerce - report of Harry J. Krusz Company	388
City employees - salary increase	388
City Auditorium - bid received for furnishing air conditioning equipment (Ross & Witmer, Inc.)	390
City Auditorium - contract awarded Ross & Witmer, Inc. for furnishing air conditioning equipment	390
City of Asheville Board of Alcoholic Control - resignations of Leo H. Manley and W. Fleming Talman	392
City of Asheville Board of Alcoholic Control - appointment of W. Jennings Groome, chairman, and Lawrence C. Merchant and Hyman Dave	394
Chamber of Commerce - lease of space in City Hall Building	393
Commercial Foresters, Inc. - proposal re harvesting timber - North Fork Watershed	407
City Hall - lease of space to James T. Burnette	410
City of Asheville Board of Alcoholic Control - salaries	417
City Manager - report on Hungarian relief	420
City of Asheville Board of Alcoholic Control - Audit	419
Coggins, George - Landlord's consent agreement (Westgate Shopping Center - "Quarry Tract")	429
Charter - requirement requiring ordinance three separate days - dispensed with (Airport Bonds)	432
City Manager - designated to make debt statement (Airport Bonds)	430
Civil Defense Agreement - County of Buncombe, Biltmore Forest, Black Mountain and Weaverville and City of Asheville	436
Civil Defense - appointment of Director (General John C. Arrowsmith)	442
City Council - special meeting (airport)	443
City Council - publication of notice of special meeting (airport)	443
City of Asheville Board of Alcoholic Control - audit report	452
Holt F. Callaway and wife, Kathleen Lange Callaway - lease of property for off-street parking	447
City Council - oaths of office	452
City Manager - appointment of Weldon Weir	452
Corporation Counsel - appointment of Robert W. Wells	452
City Clerk - appointment of Margaret Simmons	452
City Council - time of weekly meetings	453
Civil Service Director - appointment of Maurice Puckett	452
Civil Service Board - appointment of member - Samuel J. Fisher	452
City funds - depositories designated	453
City officials and employees - salaries	453
City School Board - petitions relating to	517
Charter requirement - ordinance 3 separate days - dispensed with - zoning (Ordinance 399)	516
Civil Service Board - members elected by employees in classified service (James H. Bailey and Dewey Bell)	517
City School Board - resolution concerning	517
Civil Service Board - Annual Report	518
Crawford, Clarence H. - reappointed member of Boxing and Wrestling Commission	519
Charter requirement - ordinance 3 separate days - dispensed with - airport survey (Ordinance 400)	520
Charter requirement - ordinance 3 separate days - dispensed with - interim appropriation (Ordinance 402)	521
Civil Service Board - resignation of Maurice Puckett as Director and member	522
Civil Service Board - appointment of John L. Huntsman as Director and member	523
City Manager - budget report	523
Crawford, Narvel J. - appointment as Substitute Judge of Police Court	523
City property sale - resolution authorizing advertisement, Recreation Park swimming pool	525
City of Asheville Board of Alcoholic Control - annual audit, period ending June 30, 1957	525
Cross-town expressway - agreement with State Highway Commission	529
City Schools - Buncombe County Electrical Inspector to inspect	530
City of Asheville Board of Alcoholic Control - resignation of W. Jennings Groome, Chairman	531
City of Asheville Board of Alcoholic Control - appointment of Walter I. Abernethy, Chairman	531
City Schools - inspection reports to be furnished Council	531
Capital Airlines - request to temporarily discontinue service opposed	536
Chamber of Commerce - request for endorsement of civic planning program	538
Charter service at new airport - request of Morgan Manufacturing Co.	538
Civil Aeronautics Board - intervenor authorized in Dockets 9083 and 5713, et al	539
City of Asheville Board of Alcoholic Control - reappointment of Hyman Dave	539
Community College Promotion Committee (Asheville-Biltmore College) - members appointed	541
Carolina Power & Light Company - street lighting contract	542
Charter requirement - ordinance 3 separate days - dispensed with - water rates and charges (Ordinance #404)	545
City-County joint planning - The Metropolitan Planning Board (City Planning Commission ex officio members; County appointments, R. P. Booth, Moore Bryson, Ruben Dailey, Hubert L. Kanipe, and Charles W. Dermid)	547
Coleman, James M. - appointed member Planning and Zoning Commission	547

PAGE

City Hall - lease of space by State of North Carolina 551

Civil Aeronautics Administrator - grant for Airport ($250,000) 553

Cross-Town Expressway - resolution to agreement with State Highway Commission 557

Chamber of Commerce - Requests city to develop factual information concerning city expansion 559

City Extension - request Chamber of Commerce for development of factual information 559

Cross-town expressway - resolution relating to agreement with State Highway Commission 559

City of Asheville Board of Alcoholic Control - audit 560

Campbell, George Jr. - lease, off-street parking 563

Campbell, Frank - petition regarding cash and services-in compensation for services 565

City Hall - lease of space to Unit of Civil Defense 565

City Property - offer to purchase property on Hall Street 566

City employees (hourly) - request for wage increase 571

Coston, Eugene P. - appointment as member of the Housing Authority of the City of Asheville 571

Civil Service Board - Annual Report (1957-38) 573

City employees, request for wage increase (hourly) 573

Carnivals - protest by Juvenile Planning Group 574

Charter Requirement ordinance be read on three separate days dispensed with 574

PAGE

Joyce Carol Henderson - personal injuries 6

Wilson, Mrs. [illegible] - personal 9

Engle, [illegible] - damage to automobile 10

Young, O. F. - damage to property 18

Mrs. Morris Chizik - personal injuries 20

Mrs. Annie Mae Jarvis - personal injuries 27

Pauline T. Lindsey - personal injuries 28

P. R. Collins - property and personal 30

Mary Guard - personal injuries 41

Mrs. Anna Louis Linn - personal injuries 42

Samuel Martin - death of Carol Jean Martin 46

Wright, Willie C. - death of Carolyn Moorehead 61

Mrs. Florence McNeely - personal injuries 121

Mrs. Geraldine R. Thomas - personal injuries 122

Horace Buckner 126

Garland Real Estate and Insurance Co., Inc. - damages for taking property 129

Mrs. Hilda Harding - personal and property 138

Rebecca Justus - personal injuries 139

James D. Christopher - property damage 140

Mary W. Young - property damage 150

Eddie McBell - personal injuries 153

S. B. Parrott - personal & property 157

W. H. Gunter--personal 157

Glenn W. Harris and wife, Margaret K. Harris - property 161

Mrs. Maude Jones - personal injuries 176

Wayne L. Moore, trading as Moore Furniture Company - property damage 230

Ferguson, W. M. and wife, Eva - property damages 243

Harley Church and wife, Mrs. Harley Church - property damages 245

Estate of J. M. Westall, deceased - damages 246

Dock Roberts, administrator of Estate of Lewis Roberts - death of Lewis Roberts 248

Mrs. Hazel Haynes - personal injuries 262

Patricia Cassada - personal injuries 263

Helen Walsh - personal injuries 270

Mrs. Ann Ruth Rhew - personal injuries 278

Nancy Moore - personal injuries 355

EDWIN C. BROWN - personal & property 369

William W. Orr - property damages 376

W. C. Pfalzgraf, Jr. 377

Ivey, Estelle - personal injuries 406

Thomas S. Lynderman - personal injuries 416

Minna S. Lynderman - supplemental claim 423

Hyatt, Georgia - personal injuries 422

Savannah Johnson by Janie Elizabeth Johnson, Administratrix - death of Savannah Johnson 437

Charles M. Britt Company, Inc. - property damages 438

Azalie Boone - personal injuries 439

Harris, Mrs. Angela - personal injuries 531

Downs, F. W. - personal injuries 537

Davis, Miss Sadie Mae - personal injuries 549

Wodehee, W. B. - property damage 576

Mr. [illegible] Thompson - [illegible] 581

	PAGE
[illegible]	16
Dog Pound - request of S.P.C.A.	18
Davis heirs - lease of property for off-street parking	38
Daniels, Dr. R. E. - appointment as Commissioner of Housing Authority of City of Asheville	159
[illegible]	191
[illegible]	223
Dogs - nuisance (ordinance requested)	243
Dogs - discussion	243
Dogs - discussion of law by Corporation Counsel	249
Davis, Jack - lease of property on Riverside Drive	277
[illegible]	394
Debt Statement (Airport Bonds)	431
Depositories of city funds - Wachovia Bank and Trust Company, First National Bank and Trust Company, and Bank of Asheville	453
Dave, Hyman - reappointed as member of City of Asheville Board of Alcoholic Control	539
Dailey, Ruben - appointed member The Metropolitan Planning Board	547
Dermid, Charles W. - appointed member The Metropolitan Planning Board	547
Disclaimer - any right to portion of alley south of Bryson Street	549

	Lot	Sheet	Ward	Page
Charles C. Masters and wife, Mildred M. Masters	171 171½	9	8	62
Calvin W. Marshall and wife, Janet A. Marshall	22, 23, 24, 25, 26, 27, 28	5	5	357
[illegible]	[illegible]	4	4	379
Clarence F. Bell and wife, Grace Dexter Bell	265	9	5	388
Asheville Junior Chamber of Commerce, Inc.		Recreation Park swimming pool		535
[illegible]		3.61 acre portion of "Sheehan" deed to city, and 1.36 acre portion of "Dunting" deed to city (NEW AIRPORT)		568
[illegible]		Deed from [illegible] to City of Asheville for 11.51 acre tract and 7.75 acre tract (NEW AIRPORT)		568

	PAGE
Easement - Bids for - Lot 35, Ward 3, Sheet 6 - resolution	45
Easement - Carolina Power & Light Company (Riverside Drive)	61
Employees, City - rule approved - annual leave, sick leave, leave of absence	141
Easement - Carolina Power & Light Company (Riverside Drive)	151
Election Board - appointment of Paul S. Jones, George T. Mitchell, and Harry R. Logan	160
Election, Primary - result	174
Election, General - result	179
Employees - bonds	181
Employees - salaries	182
Eller, Earl W. - elected Mayor	181
Electrical Examiners, Board of - appointment of members (D. F. Hyatt, R. G. Thyse, G. L. Beck; C. T. Johnson, C. H. Gudger, ex officio)	236
Election Board - resignation of Paul S. Jones	273
Election Board - appointment of H. E. Pollock, Jr. as member	273
Election Board - appointment of members (H. E. Pollock, Jr., Mrs. Elizabeth R. Weaver, and Harry R. Logan)	412
Election - Primary - cancelled	425
Election - special bond (airport) called	433
Election - special bond (airport) results	448
Election - General Municipal - results	448
Eller, Earl W. - elected Mayor	452
Expressway, cross-town - agreement with State Highway Commission	529
Electrical Inspector, Buncombe County - to inspect city schools	530
Expressway, cross-town - modifications suggested	533
Expressway - cross-town - modifications suggested	541
East Biltmore Water Co. - resolution establishing water rate for	550
Extension of city limits - request of Chamber of Commerce for development of factual information	559

	PAGE
Fairview - water development	1
Fluoridation of water - North Fork (protest)	3
Franklin, Charles D. - lease of property on Riverside Drive	11
Fairbanks, Morse & Co. - contract to furnish [illegible] and parts (North Fork Project)	13
Fluoridation of water - conference with state officials	35
[illegible] - annual report [illegible] December 31, 1956	37
Fluoridation of water - result of conference with state officials	38
Flood control - Pigeon River basin, request for TVA survey	151
Friends of Library - invitation to join	176
Fisher, Samuel J. - appointed member Civil Service Board	181
Firemen's Pension and Disability Fund - Board of Examiners - appointment of Dr. Thomas Parker	231
Board of City Engineers - [illegible] for inter-[illegible] [illegible] to State Highway [illegible]	231
Feldman, Dr. Leon - appointment as member of Boxing and Wrestling Commission	236
First Christian Church - lease to city of property for off-street parking	258
Firemen's Relief Fund - appointment of member - Perry C. Tomlin	263
Firemen's Relief Fund - appointment of member - J. Gerald Cowan	271
Franklin, Charles D. - lease of property on Riverside Drive	274
Fire Department - Annual report (year ending December 31, 1956) Discussion by Council - outside alarms	276
Fluoridation of water - county-wide vote requested	279
Fire Prevention Code - authorized	280
Fire station - north section - City Manager authorized to purchase property	288
Fire station - north section - property purchased	290
Fluoridation of water - discussion	296
Farm Journal and Country Gentleman - resolution of appreciation for article	408
Fire hydrants - inspection	412
Fire Department - Annual Report	417
Fire Station - North Asheville Community Building - advertise for bids	424
Fisher, Samuel J. - reappointed member of Civil Service Board	452
First National Bank and Trust Company - designated depository of city funds	453
Feldman, Dr. Leon - reappointed member of Boxing and Wrestling Commission	519
Fire Department annual report (1957)	549

	PAGE
Fire truck - [illegible] authorized	[illegible]

	PAGE
General Outdoor Advertising Company - lease of property on Roberts St., sign panel	5
[illegible]	[illegible]
[illegible]	[illegible]
Garland Real Estate & Ins. Co. Inc., Claim for damages caused by relocation of Hall Street	129
[illegible] - lease of property on [illegible] St., sign panel	142
Golf course - offer to purchase	141
Golf course - advertisement authorized	141
Green, Hilliard and wife - assignment of interest in property deeded to city as park to Trustees of the Diocese of Western North Carolina of the Protestant Episcopal Church	156
Green, Hilliard and wife - property deeded to Trustees of the Diocese of Western North Carolina of the Protestant Episcopal Church	160
Grove, Fred - named member of Asheville Beautification Commission	171
General Election - results	178
Goode, John A. - appointed Director of Civil Service	181
Gudger, C. H. - appointment as ex-officio member Board of Electrical Examiners	236
General Outdoor Advertising Company - lease of property on Roberts St., sign panel	250
Graves - petition by Spray Cotton Mills to remove	258
Graves - resolution of Council	261
Goode , John A. - resolution regretting death	275
Groome, W. Jennings - appointment as Chairman of City of Asheville Board of Alcoholic Control	394
Teacher Asheville Council - resolution re new [illegible]	394
Golf course - petition opposing sale	412
Golf course - offer to purchase "upper nine" (R. P. Booth Company)	392
Golf course - offer to purchase "upper nine" by R. P. Booth Company refused	412
Golf course - replacement of club house authorized	412
Golf course - revised schedule of fees	412
General Municipal election - results	448
Groome, W. Jennings - resignation as Chairman of City of Asheville Board of Alcoholic Control	531
Gasoline taxes - resolution re refund	540
Gardner Street - closed as public street	549
Grant Agreement - with United States of America through CAA for airport ($250,000)	553

	PAGE
Hampton, Dr. Will - Councilman from Greensboro - introduced to Council	1
[illegible]	[illegible]
Hinman, Dr. H. E. - lease of space in City Hall	22
Hartman, Dr. P. H. - lease of space in City Hall	36
Housing Authority - payment in lieu of taxes	36
Hill-Street-Ext Patton Avenue - Petition for traffic light or police protection	60
Hill Street-Ext Patton Avenue - Recommended improvement	61
Health Department - consolidation with County - Discussion	63
Health Department - consolidation with County - resolution	65
Hoey, Clyde R. - resolution regretting death	115
Health Department - consolidation - discussion	115
Hilliard Street - Complaints of truck traffic	121
Hunter, Miss Susan Frances - Plans to increase tourist trade	121
Hunter, Miss Susan Frances - Request for funds denied by Council	127
Haw Creek Community Club - offer to purchase Municipal Golf Course	141
[illegible]	142
Hall, J. C. - appointment as Assistant Chief of Police	153
Housing Authority - payment in lieu of taxes	157
Housing Authority - appointment of two Commissioners (Moore Bryson and Dr. R. E. Daniels)	159
Handbook for Councilmen - presented	173
Health - amendments to City Charter requested	173
Health - invitation to attend meeting with Board of County Commissioners	230
Health - no action to be made by City to Buncombe County Board of Health	231
Hyatt, D. F. Sr. - appointment as member of Board of Electrical Examiners	236
Hartman, Dr. P. H. - lease of space in City Hall	271
Housing - resolution reaffirming need for low-rent housing	276
Hillier, William F., Jr., lease of space in City Hall	280
Harrison, W. S. and wife, Beulah - lease of property for off-street parking	288
Housing Authority of the City of Asheville - amendment to Cooperation Agreement	359
Hampton, Mrs. Natalie - appointed member of Asheville-Biltmore College, Incorporated	371
H. V. Hedrick Gravel and Sand Company (quarrying, North Fork watershed property)	381
Hungarian relief - discussion	411
Hood, Henry - lease of property on Haywood Street (off-street parking)	413
Hungarian relief - report by City Manager	419
Harty, W. Forrest - withdraws as candidate for City Council - makes recommendations	425
Houston, Traynham - appointed member of Asheville School Board	430
W. C. Hollifield - awarded contract for construction of North Asheville Community Building	436
Huntsman, John L. - appointment as Director and member of Civil Service Board	523
Harty, Forrest - protests sale of Recreation Park swimming pool; request for traffic lights	536
High Street - closed as public street	549
Hazel Avenue - closed as public street	549
Housing project, plat book 28, page 106 - certain certain streets closed within (Atkinson, High, Gardner, View, and Athens Streets and Hazel Avenue)	549
Hospital - water rate established for public institution or hospital (Memorial Mission Hospital)	556
Housing Authority of the City of Asheville - appointment of Eugene P. Coston	571

	PAGE
Industrial Water Rates - Proposed	46
International City Managers Association - Handbook for Councilmen	173
[illegible]	[illegible]
Ingle Transfer & Storage Company - lease of basement space in Municipal Building	237
Ingle Transfer & Storage Company - amendment to former lease	385
Intevenor authorized before C.A.B. in Dockets 9083 and 5713, et al	539

PAGE

B C D E F G H I
FRONT
J K L M
DOCUMENT NO.

	PAGE
[illegible] traffic [illegible]	36
[illegible] [illegible] [illegible]	37
[illegible] [illegible]	37
Jones, Paul S.- appointment as member of Municipal Board of Elections	160
Johnson,C. T. - appointment as ex-officio member of Board of Electrical Examiners	236
Juvenile delinquents - discussion	261
Jones, Paul S. - [illegible] as member of Municipal Board of Elections	273
Juvenile delinquency - appreciation to Children's Welfare League	295
Juvenile delinquency - discussion	411
[illegible] Planning [illegible] [illegible] [illegible]

	PAGE
Wanilworth - purchase of park in this section proposed	420
Wanice, Hubert L. - appointei member The Metropolitan Planning Board	547

PAGE

FRONT
B C D E F G H I J K
DO NOT REMOVE FROM MEMORANDUM

	PAGE
Lease - William J. Carter (property on Roberts Street)	3
Lease - General Outdoor Advertising Company (property on Roberts Street, sign panel)	5
Libraries - report	7
Lease - Charles S. Franklin - property on Riverside Drive	11
[illegible]	16
[illegible]	17
Lease - space in City Hall to Dr. H. E. Hinman	22
Lease - space in City Hall to Dr. C. H. Hartman and James T. Barrett	25
Lease - amendment to Charles S. Norburn and wife lease	31
Lease - Dr. Don R. Printz, space in City Hall	34
Lease - Davis heirs - property for off-street parking	38
Lease - Alma S. Wright - Off-street parking	47
Lease - George B. Coggins (Amended) "Quarry Tract" - deferred	49
Lease - George B. Coggins - (Amended) "Quarry Tract"	49
Lease - Dorothy Warlick and husband - off-street parking	63
Lease - Florence Bynum and husband - off-street parking	119
Lease - U. S. Of America - VA space in City Hall	122
Lease - Lloyd F. Embler & Amos Dryman Property on Riverside Drive	124
Lease - Dr. Patrick F. Clark - space in City Hall Building	131
Lease - Dr. Marvin H. McCracken - space in City Hall Building	131
Lease - James F. Ashe - space in City Hall	
Lease - Dr. Phillip E. Russell - space in City Hall	134
Lease - Calvin W. Marshall - Amboy Road	136
Lease - General Outdoor Advertising Company - Roberts St. - sign panel	142
Lease - [illegible] - off-street parking	143
Lease - F. Tate Andrews D/B/A Tate's Used Auto Parts	147
Lease - Asheville Sand Company - sand drag	149
Logan, Harry R. - appointment as member of Municipal Board of Elections	160
Lee, L. Lyons - regret at illness	161
Lease - consent agreement with George B. Coggins to sub-lease part of Quarry Tract	162
Lexington Avenue Curb Market - cooperation of County in matter of taxes	166
Library - invitation to join Friends of Library	176
Library Board - appointment of three members (Miss Annie Westall, George Wright, Charles K. Robinson)	230
Lease - Ingle Transfer & Storage Company (basement of Municipal Building)	236
Lease - Pisgah Girl Scout Council, Inc. (space in Municipal Building)	242
Lease - General Outdoor Advertising Company (property on Roberts Street, sign panel)	250
Lease - extension of Quarry Tract lease requested - George Coggins	252
Lease - extension of Quarry Tract lease - discussion	253
Lease - extension of Quarry Tract lease - discussion	254
Lease - George A. Shuford and wife, and Trustees of First Christian Church (off-street parking)	254
Lease - new lease to George Coggins for Quarry Tract	261
Lease - Dr. John T. Codnere - space in City Hall	264
Landlord's consent agreement - Quarry Tract - George Coggins	264
Landlord's consent agreement - quarry tract - George Coggins (Report of City Manager and Corporation Counsel)	268
Lease - Dr. R. H. Hartman - space in City Hall	271
Lord, Anthony - appointment as member of Advisory Board, Smoke Abatement	273
Lease - Charles D. Franklin (property on Riverside Drive)	274
Low-rent housing - resolution re-affirming need	276
Lease - Jack Davis (property on Riverside Drive)	277
Lyman Street - resolution authorizing City Manager to obtain right-of-way	279
Lease - Dr. William F. Hillier, Jr. - space in City Hall	280
Lease - W. Raloh Walls and Lloyd P. Miller - property on Riverside Drive	284
Lease - Joel W. Wright and wife, Pearl C. Wright (off-street parking)	286
Lease - W. S. Harrison and wife, Beulah Harrison - off-street parking)	288
Library - request for establishment of branch libraries	288
Library - property purchased in north section for establishment of fire station and branch library	290
Lease amendment - Joel W. Wright and wife (off-street parking)	291
Lease amendment - George A. Shuford and wife (off-street parking)	291
Lease - North Carolina State Highway and Public Works Commission (Orange Street School property)	358
Lease - Claude F. Lee and wife and Lillie W. Lee - off-street parking	
Lee, Claude F. and wife and Lillie W. Lee - off-street parking (Vance Street) lease	373
Library - annual report	375

	PAGE
[illegible]	378
[illegible]	[illegible]
Lease - B. V. Hedrick Gravel and Sand Company (quarrying, North Fork watershed property)	381
Lease - Indle Transfer and Storage Company (Amendment to former lease)	385
Lease - Asheville School Board (Amendment to former lease)	385
Lord, Anthony - Gift of shade trees, and suggestions for many trees	388
Lease - Asheville [illegible] Co., Inc. (Lease to City Hall Alley)	393
Lease - James T. Burnette (space in City Bldg.)	410
Logan, Harry R. - appointment as member of Municipal Board of Elections	412
Lord, Anthony - appointment as member of Advisory Board - smoke abatement	413
Leases - Charles C. Norburn (Amendment), Henry Pool, V. Alfred Miller and others - off-street parking	413
Legislation for airport requested	419
Lease - Bishop Vincent S. Waters - off-street parking (Haywood Street)	421
Library - request for additional space	423
Library - North End - advertisement for bids	424
Lease - Claude F. Lee and wife - off-street parking (Vance Street) amendment	423
Lee, Claude F. and wife - amended lease - off-street parking (Vance Street)	423
Lease - Rockwell-Ballew Post No. 2 of the American Legion - off-street parking (Broadway)	426
Landlord's consent agreement - George Coggins - Westgate Shopping Center ("Quarry Tract")	429
Lease - Parker Estate - South Pack Square - library	433
Library - lease from Parker Estate - South Pack Square	433
Library - bids awarded for construction of branch library in North Asheville	436
Library - bids for construction of branch library in North Asheville	435
Lease - Mary Hamera McIntyre - Pack Square property (off-street parking)	439
Lexington Avenue Curb Market - proposal to sub-lease by T. J. Parleson	441
Lease - The Trustees of Wake Forest College, Incorporated - off-street parking (Depot Street)	445
Lease - supplement to Armory lease - releasing certain property by United States of America	446
Lease - Holt F. Callaway, Kathleen Lange Callaway, and John H. Lange, Trustees of the Estate of J. H. Lange - off-street parking (Haywood & Montford)	447
Lange, John H., et al - off-street parking (Haywood & Montford)	447
Library Board - appointment of three members (George Stephens, Mrs. Wall Anderson and Anthony Lord)	515
Lord, Anthony - appointed member of Library Board	515
Lease - The Biltmore Company (Biltmore Fire Station)	518
Lease - Asheville Sand Company	532
Lodge Street, Biltmore - request for angle parking	538
Lodge Street, Biltmore - discussion	538
Lodge Street, Biltmore - report of City Manager	540
Lease - space in City Hall Bldg. by State of North Carolina	551
Lease - Harvel J. Crawford, Jr. - off-street parking	563
Lease - United States of America - space in City Hall Building	565
Lease - Oliver D. Revell Estate - off-street parking	566

	PAGE
McCormick Field - Painting authorized	47
McCormick Field - approval of lease for [illegible] stock car racing	[illegible]
McCormick Field - [illegible] to regulate [illegible] concessions	[illegible]
McCormick Field - petition protesting use of for stock car racing	360
McCormick Field - claim for damages by Edwin T. Brown	362
[illegible]	[illegible]
McCoy, Fannie - protest, water bill	411
McIntyre, Mary Hanora - lease of property on Pack Square (off-street parking)	439
McMahan, J. R. - appointed Superintendent of Sanitary Department	515
Morgan Manufacturing Co. - request for charter service at new airport	538
Minich, S. Clinton - appointed member of Advisory Board, Smoke Abatement	544

A B C D E F G H I J K L Mc FRONT

Mc MINUTE BOOK

	PAGE
Ministerial Association of Asheville and Buncombe County - request by Council of prayer for rain by people	5
[illegible]	16
Montford Hills area - certain property purchased by city	22
Montford Hills delegation - thanks for purchase of property	23
Morris Avenue - petition for fire hydrants	24
Mount Pisgah - erection of television tower	32
Municipal golf course - discussion of proposed sale	65
Municipal Golf Course - Offer to purchase by Haw Creek Community Club, Inc	123
Municipal Golf Course - Sale opposed by negroes	126
Municipal Golf Course - Sale opposed by negroes	**126**
Marshall, Calvin W. - lease of property on Amboy Road	136
Municipal Golf Course - offer to purchase by Haw Creek Community Club, Inc.	141
Municipal Golf Course - advertisement authorized	141
[illegible]	144
Municipal Golf Course - [illegible] recommended	145
Manley, Leo H. - reappointment as member of City of Asheville Board of Alcoholic Control	152
Mimosa Drive - certain property deeded to city by Hilliard Green and wife not to be used as public park	156
Mimosa Drive - certain property deeded to the Trustees of the Diocese of Western North Carolina of the Protestant Episcopal Church	160
Municipal Board of Elections - appointment of Paul S. Jones, George W. Mitchell and Harry R. Logan	160
Mitchell, George W. - appointment as member of Municipal Board of Elections	160
Moore, Charles [illegible] - pointing out possible violation of Sullivan Act	164
Midland Ave. - closed	166
Meetings - Council	181
Municipal Building - lease of space by Pisgah Girl Scout Council, Inc.	242
Mulvaney, Frank M. - elected Vice-Mayor	252
Massey, Charles - report	268
Moore, Vernon G. - appointment as member of Advisory Board, Smoke Abatement	272
Municipal Board of Elections - resignation of Paul S. Jones	272
Municipal Board of Elections - appointment of H. F. Pollock, Jr. as member	273
Miller, Lloyd P. - lease of property on Riverside Drive	284
Malvern Hills Community - petition for improved bus service	290
Modified stock car racing - proposal to use McCormick Field	347
Municipal Golf Course - proposal to purchase small corner by Loren D. Tacker	296

	PAGE
[illegible]	[illegible]
Municipal golf course - negroes protest sale	357
Municipal golf course club house - destroyed by fire	357
Municipal golf course - [illegible] of players requested	357
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	391
Men's Garden Club - letter re trees	408
Municipal Board of Elections - appointment of members (H. F. Pollock, Jr., Mrs. Elizabeth R. Weaver, Harry R. Logan)	412
Municipal Golf Course - refusal of offer of R. P. Booth Company to purchase "upper nine"	412
Municipal Golf Course club house - replacement of club house authorized	412
Municipal Golf Course - revised schedule of rates	412
Miller, J. Alfred, and others - lease of property for off-street parking lot (Haywood Street)	423
Motor Driving Range - Planning Board - enlargement - Mayor Leonard	427
Mulvaney, Frank - elected Vice-Mayor	452
Meetings - Council - time set	453
Mayor - Earl W. Miller elected	452
Miller, J. Alfred - appointed member of Urban Renewal Committee	**515**
Metropolitan Planning Board - City Planning and Zoning Commission ex officio members; County appointments, R. P. Booth, Moore Bryson, Ruben Dailey, Hubert L. Kanipe and Charles W. Dermid	547
Memorial Mission Hospital - water rate established for	556
Metropolitan Planning Board - amendment to agreement	556
Municipal Golf Club House - improvements authorized	559

	PAGE
North Fork Project - advertisement for bids (pumping units, chlorination plant)	2
North Fork Project - [illegible] for [illegible], [illegible] valves	1[illegible]
North Fork Project - [illegible] to [illegible], [illegible] [illegible] pumping units and pumps	13
North Fork Project - [illegible] for construction of booster pump station	14
[illegible] to [illegible] - [illegible] booster pump station	1[illegible]
[illegible] to [illegible] - [illegible] booster pump station	16
[illegible] to [illegible] - [illegible] booster pump station	16
North Fork Project - report of City Manager and Chas. T. Main on financial status of new dam	32
North Fork Project - suggested name of Charles E. Waddell for new dam	34
Norburn, Charles E. and wife - amendment to lease	31
North Fork Dam & Reservoir - Chas. T. Main, Inc. report	129
National Forest, Pisgah - possibility of future water supply	166
Nailling, Dr. Richard - re-appointment as member of Asheville-Biltmore College, Incorporated	174
North Carolina State Highway and Public Works Commission - lease to of Orange Street School property	358
North Fork Watershed - lease to B. V. Hedrick Gravel and Sand Company (quarrying watershed property)	381
[illegible]	[illegible]
Norburn, Charles E. - [illegible] to lease	413
North Asheville Community Building (Fire Station, Branch Library, Youth Center) - advertise for bids	424
North Fork Watershed - bid reviewed	430
North Fork Watershed - bid rejected	435
North Asheville Community Building (Fire Station, Branch Library, Youth Center) - bids	435
North Asheville Community Building (Fire Station, Branch Library, Youth Center) - contracts awarded	436
Notes - airport bond anticipation - authorized	520
Note - airport bond anticipation - authorized	538
North Carolina, State of - lease of space in City Hall Building	551

	PAGE
Off-Street Parking - lease of property from Davis heirs	38
Off-Street Parking - lease of property from [illegible]	63
Option - Wachovia Bank & Trust Company	115
Off-Street Parking - lease of property from [illegible]	143
Off-street parking - request to develop part of City-County Plaza as off-street parking area	151
Osborne, Thomas D. - appointment as member of Advisory Card - Smoke Abatement	160
Ochsenreiter, Eugene - appointment as member of Advisory Card - Smoke Abatement	160
Oaths of office - Council	181
Oaths of office - City Manager, Corporation Counsel and City Clerk	181
Officials - bonds	181
Officials - salaries	182
Official colors - blue and white	257
Off-Street Parking - lease of property from Trustees of First Christian Church, and George A. Shuford and wife	258
Off-Street Parking - lease of property from Joel W. Wright and wife, Pearl C. Wright	286
Off-Street Parking - lease of property from W. S. Harrison and wife, Beulah Harrison	288
Off-street parking - amendment to lease (Joel W. Wright and wife)	291
Off-street parking - amendment to lease (George A. Shuford and wife)	291
Orange Street School property - leased to North Carolina State Highway and Public Works Commission	358
Owen, L. A. - appointed member of Asheville-Biltmore College, Incorporated	371
Off-Street parking - lease of property from Claude F. Lee and wife and Lillie W. Lee (Vance Street)	373
Off-Street parking - lease of property from Charles S. Norburn, Henry Reed, J. Alfred Miller and others (Haywood Street)	413
Off-Street parking - lease of property from Bishop Vincent S. Waters (Haywood Street)	421
Off-Street parking - amended lease with Claude F. Lee and wife (Vance Street)	423
Off-Street parking - lease with Rockwell-Ballew Post No. 2 of the American Legion (Broadway)	426
Off-Street parking - discussion	435
Off-Street parking - lease with Mary Hanora McIntyre (Pack Square)	439
Off-Street parking - lease with The Trustees of Wake Forest College, Incorporated (Depot Street)	445
Off-Street parking - lease with Holt F. Callaway, Kathleen Lange Callaway, and John H. Lange, Trustees of the Estate of J. H. Lange, deceased (Haywood & Montford	447
Oaths of office - City Council	452
Oaths of office - City Manager, Corporation Counsel, and City Clerk	453
Oath of office - Carter M. Preslar	515

	PAGE
Off-Street Parking - [illegible]	536
Optimist Club - Youth Appreciation Week	537
Ochsenreiter, Eugene - appointed member of Smoke Abatement Advisory Board	544
Oteen - Veterans Hospital - water rate established	547
Off-street parking - lease with [illegible] L. Crawford, Jr.	63
Off-street parking - lease with [illegible] A. Odell Beaty	66

Page

ORDINANCE #361
AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE"
First Reading Book #32
Second Reading 1
Third Reading 1

ORDINANCE #362
AN ENERGENCY ORDINANCE RESTRICTING THE CONSUMPTION OF WATER FROM THE CITY OF ASHEVILLE WATER SUPPLY FOR THE IMMEDIATE PRESERVATION OF THE HEALTH, SAFETY AND PROPERTY OF THE CITY
First Reading 8
Second Reading 9
Third Reading
(Deferred) 10

ORDINANCE #363
AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE AMENDING THE ZONING OF THE CITY OF ASHEVILLE"
First Reading 13
Second Reading Deferred 14
" " " 19
Second Reading 21 (Defeated)
Third Reading

ORDINANCE #364
AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE
First Reading 18
Second Reading 19
Third Reading 21

ORDINANCE #365
AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE
First Reading 23
Second Reading 24
Third Reading 24

ORDINANCE #366
AN EMERGENCY ORDINANCE AMENDING CHAPTER 6, DEPARTMENT OF SAFETY, ARTICLE 5, TRAFFIC AND MOTOR VEHICLES, OF ORDINANCE 298, KNOWN AS THE CODE OF THE CITY OF ASHEVILLE, BY ADDING A NEW SECTION RELATING TO PENALTIES FOR PEDESTRIAN TRAFFIC VIOLATIONS
First Reading 37
Second Reading 37
Third Reading 37

ORDINANCE #367
AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE
First Reading 42
Second Reading 43
Third Reading 43

ORDINANCE #368
AN ORDINANCE LEVYING, ASSESSING, IMPOSING AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1954 AND ENDING MAY 31, 1955
First Reading 62
Second Reading TABLED
Third Reading

ORDINANCE #369
AN ORDINANCE LEVYING, ASSESSING, IMPOSING AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1954 AND ENDING MAY 31, 1955
First Reading 63
Second Reading 65
Third Reading 66

ORDINANCE #370
AN ORDINANCE PROVIDING FOR WATER RATES AND CHARGES
Page 126
First Reading Book 33
Second Reading 127
Third Reading 128

ORDINANCE #371
AN ORDINANCE AMENDING ORDINANCE 369, "BEING AN ORDINANCE LEVYING, ASSESSING, IMPOSING AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1954 AND ENDING MAY 31, 1955, RELATING TO DOGS"
Book 33
First Reading 129
Second Reading 129
Third Reading 134

ORDINANCE #372
AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET FOR THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1954-55
Book 33
First Reading 130
Second Reading 130
Third Reading 130

ORDINANCE #373
AN ORDINANCE LEVYING THE TAX RATE FOR THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1954-55
Book 33
First Reading 131
Second Reading 134
Third Reading 139

ORDINANCE #374
AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE"
First Reading 145
Second Reading
Third Reading

ORDINANCE #375
AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE
First Reading 156
Second Reading 158
Third Reading 159

ORDINANCE #376
AN ORDINANCE REGULATING AND LIMITING VEHICULAR TRAFFIC AND PARKING IN CERTAIN AREAS IN THE CITY OF ASHEVILLE, AND ESTABLISHING ON CERTAIN STREETS OF THE CITY PARKING METER ZONES
First Reading 167
Second Reading 167
Third Reading 168

ORDINANCE #377
AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE"
First Reading 170
Second Reading 171
Third Reading 171

ORDINANCE #378
AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1955 AND ENDING MAY 31, 1956
First Reading 177
Second Reading 178
Third Reading 182

ORDINANCE #379
AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE"
First Reading 233
Second Reading 234
Third Reading 235

PAGE

ORDINANCE #380

INTERIM APPROPRIATION ORDINANCE
First Reading 237
Second Reading 237
Third Reading 237

ORDINANCE #381
AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET AND FIXING THE TAX RATE OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1955-56
First Reading 238
Second Reading 239
Third Reading 239

ORDINANCE #382
AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE"
First Reading 238
Second Reading 239
Third Reading 241

ORDINANCE #383
AN ORDINANCE PROVIDING FOR WATER RATES AND CHARGES
First Reading 243
Second Reading 245
Third Reading 245

ORDINANCE #384
AN ORDINANCE AMENDING ORDINANCE #376, BEING "AN ORDINANCE REGULATING AND LIMITING VEHICULAR TRAFFIC AND PARKING IN CERTAIN AREAS IN THE CITY OF ASHEVILLE, AND ESTABLISHING ON CERTAIN STREETS OF THE CITY PARKING METER ZONES", BY PROVIDING FOR THE USE OF A TEN CENT COIN IN TWO HOUR PARKING METER ZONES
First Reading 252
Second Reading 253
Third Reading 253

ORDINANCE #385
AN ORDINANCE EXTENDING CORPORATE LIMITS OF THE CITY OF ASHEVILLE BY ANNEXING CERTAIN PROPERTY
First Reading 268
Second Reading 268
Third Reading 269

ORDINANCE #386
AN ORDINANCE ADOPTING A FIRE PREVENTION CODE PRESCRIPING REGULATIONS GOVERNING CONDITIONS HAZARDOUS TO LIFE AND PROPERTY FROM FIRE OR EXPLOSION, AND ESTABLISHING A BUREAU OF FIRE PREVENTION AND PROVIDING OFFICERS THEREFOR AND DEFINING THEIR POWERS AND DUTIES
First Reading 281
Second Reading 282
Third Reading 282

ORDINANCE #387
AN ORDINANCE EXTENDING CORPORATE LIMITS OF THE CITY OF ASHEVILLE BY ANNEXING CERTAIN PROPERTY
First Reading 294
Second Reading 295
Third Reading 296

ORDINANCE #388
AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE"
First Reading 294
Second Reading 295
Third Reading 297

ORDINANCE #389
AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1956 AND ENDING MAY 31, 1957
First Reading 295
Second Reading 295
Third Reading 298

ORDINANCE #390
AN ORDINANCE FOR SAFEGUARDING LIFE AND PROPERTY BY REGULATING, AND PROVIDING FOR THE INSPECTION OF, ELECTRIC WIRING, DEVICES, APPLIANCES AND EQUIPMENT; CREATING THE OFFICE OF ELECTRICAL INSPECTOR AND PRESCRIBING HIS AUTHORITIES AND DUTIES; REQUIRING THAT NO ELECTRIC WIRING, DEVICE, APPLIANCE OR EQUIPMENT SHALL BE INSTALLED WITHOUT FIRST SECURING A PERMIT THEREFOR; PROVIDING THAT IT SHALL BE UNLAWFUL TO MAKE CONNECTIONS FROM A SOURCE OF SUPPLY TO ANY ELECTRIC WIRING, DEVICE, APPLIANCE OR EQUIPMENT UNLESS THE SAME HAS BEEN APPROVED BY THE ELECTRICAL INSPECTOR; CREATING A BOARD OF ELECTRICAL EXAMINERS; PROVIDING FOR THE LICENSING OF ELECTRICIANS, ELEVATOR ERECTORS, AND MOTION PICTURE OPERATORS; PROHIBITING THE SALE AT RETAIL OF CERTAIN ELECTRICAL MATERIALS, DEVICES, APPLIANCES AND EQUIPMENT UNLESS APPROVED FOR RETAIL SALE, INSTALLATION AND USE; PROVIDING PENALTIES FOR THE VIOLATION OF THIS ORDINANCE AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT WITH THE PROVISIONS OF THIS ORDINANCE
First Reading 357
Second Reading 358
Third Reading 36[illegible]

ORDINANCE #391
INTERIM APPROPRIATION ORDINANCE
First Reading 369
Second Reading 369
Third Reading 369

ORDINANCE #392
AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET AND FIXING THE TAX RATE OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1956-57
First Reading 370
Second Reading 371
Third Reading 371

ORDINANCE #393
AN ORDINANCE EXTENDING CORPORATE LIMITS OF THE CITY OF ASHEVILLE BY ANNEXING CERTAIN PROPERTY
First Reading 377
Second Reading 378
Third Reading 378

ORDINANCE #394
AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", AS AMENDED
First Reading 393
Second Reading 393
Third Reading 395

ORDINANCE #395
AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", AS AMENDED
First Reading 419
Second Reading 419
Third Reading 420

ORDINANCE #396
AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", AS AMENDED
First Reading 424
Second Reading 428
Third Reading 428

ORDINANCE #397
AN ORDINANCE AUTHORIZING $1,200,000 AIRPORT BONDS OF THE CITY OF ASHEVILLE
First Reading 430
Second Reading 432
Third Reading 435

ORDINANCE NO. 398
AN ORDINANCE LEVYING, ASSESSING, AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1957 AND ENDING MAY 31, 1958
First Reading 443
Second Reading 444
Third Reading 453

ORDINANCE NO. 399
AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", AS AMENDED
First Reading 515
Second Reading 516
Third Reading 516

ORDINANCE NO. 400
AN ORDINANCE DIRECTING SURVEY AND CONDEMNATION OF LANDS FOR NEW AIRPORT
First Reading 520
Second Reading 520
Third Reading 520

ORDINANCE NO. 401
AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET AND FIXING THE TAX RATE OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1957-58
First Reading 521
Second Reading 523
Third Reading 523

ORDINANCE NO. 402
INTERIM APPROPRIATION ORDINANCE
First Reading 521
Second Reading 521
Third Reading 521

ORDINANCE NO. 403
AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", AS AMENDED
First Reading 538
Second Reading 538
Third Reading 539

ORDINANCE NO. 404
AN ORDINANCE PROVIDING FOR WATER RATES AND CHARGES
First Reading 545
Second Reading 545
Third Reading 545

ORDINANCE NO. 405
AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1958 AND ENDING MAY 31, 1959
First Reading 558
Second Reading 560
Third Reading 561

ORDINANCE NO. 406
AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", AS AMENDED
Public Hearing 568
First Reading 571
Second Reading 574
Third Reading

ORDINANCE NO. 407
INTERIM APPROPRIATION ORDINANCE
First Reading 574
Second Reading 574
Third Reading 574

	PAGE
Planning and Zoning Commission - request for amendment to zoning ordinance (Brevard Road and Wells Avenue)	1
Petition - rezone property intersection Druid Drive and Patton Avenue	5
Petition - rezone certain lots on Cordova Street	5
Planning and Zoning Commission - recommendation (intersection of Druid Drive and Patton Ave.)	6
Planning and Zoning Commission - recommendation (intersection Haywood Road and Brevard Road)	6
Pack Memorial Library - report of Librarian	7
Planning and Zoning Commission - recommendation (Cordova Street)	8
Petitions protesting rezoning at intersection of Haywood Road and Brevard Road	14
Peterson, Tyron C. - resignation as member of City Council	14
Beasley, Robert L. - elected member of City Council	14
Planning and Zoning Commission - Recommendation [illegible] Patton Ave.	15
Planning and Zoning Commission - recommendation (Haywood Road and Brevard Road	20
Petition - fire hydrants, Morris Avenue	24
Petition - amend zoning ordinance, Grove Park section	31
Pisgah - resolution regarding television tower	32
Printz, Dr. Don R. - lease of space in City Hall	34
Planning and Zoning Commission - amendment requested (Sand Hill Road, Shelbourne Road & Salola St.)	36
Planning and Zoning Commission - recommendation (Grove Park section)	36
Planning and Zoning Commission - recommendation re revision of Zoning Ordinance	38
Planning and Zoning Commission - Election of Members (A. Redmond, J. M. Coleman, E. B. Roberts, R. Stanford Webb & W. F. Wolcott, Jr.) Term expiring August 14, 1955	39
Parking Meter Zone established - East side of Vance Street	45
Planning and Zoning Commission - (Request for amendment denied (Sand Hill Road, Shelbourne Road and Salola Street)	46
Petition - objection to erection of oil storage tank on Cordova Street	115
Planning & Zoning Comm - Request rezone property on Hendersonville Road - Wm. W. Dodge	119
Parking Meter Zones established -	122
Planning & Zoning Comm - Report on rezoning property on Hendersonville Road - W.W. Dodge	128
Petition - Objections to proposed fire station Colonial Place & Mt. Vernon Circle	128
Petition - signal light, intersection of Burton and Haywood Road	133
Planning and Zoning Commission - recommendation (Hendersonville Road)	138
Zoning request - Forrest Hunt, [illegible] Asheville	145
Planning and Zoning Commission - amendment requested to rezone property on Riverside Drive	149
Police Department - Crime Prevention Bureau established	150
Parking - request to develop part of City-County Plaza as off-street parking area	151
Planning and Zoning Commission - Recommendation re Petition - Riverside Drive	152
Petition - requesting rezoning of Lot 26 3/4, Sheet 3, Ward 2 (Overlook Place)	
Petition - parking on Biltmore Avenue	153
Police Department - discussion regarding training program and discipline of personnel	154
Police Department - request of Chief Waddell to be demoted to Captain	153
Police Department - appointment of A. R. Sluder as Chief	153
Police Department - appointment of J. C. Hall as Assistant Chief	153
Police Court, Police Department - investigation	154
Police Department - Chief of Police - Statement of Councilman Sumner	155
Police Department - Chief of Police - Resolution of Councilman Sumner	155
Police Department - records - drunken driving cases	156
Public Park - property on Mimosa deeded to City by Hilliard Green and wife not to be used as park	156
Parkway, Blue Ridge - resolution protesting being made toll road	160
Police Department - yearly report	161
Planning and Zoning Commission - amendment requested (Lots 29, 30, 31, 32, 33, 34, 17 and 11, Sheet 3, Ward 6)	
Planning and Zoning Commission - recommendation (Lots 29, 30, 31, 32, 33, 34, 17 and 11, Sheet 3, Ward 6)	165
Pisgah National Forest - possibility of future water supply	166
Parking meter ordinance - amendment requested by Council (fractional parking)	166
Police Department - commendation on youth program	167
Paving program - discussion	172
Paving program - bids	173
Printz, Mrs. Don R. - appointed member of Asheville School Board	172
Parking - at Police Department - discussion	173
Petition - requesting relief from loud speaker at Triangle Cafe on Biltmore Avenue	173
Police Department - completion of training school	175
Primary Election - results	174
Planning and Zoning Commission - amendment requested (Burton Street)	175
Planning and Zoning Commission - amendment requested (Lot 20 and 150 feet of Lot 25, Sheet 5, Ward 7, Lots 21 and 22, Sheet 5, Ward 7)	175

Police Court - appointment of Substitute Judge (Narvel J. Crawford) 238

Pool rooms - discussion 239

Pisgah Girl Scout Council, Inc. - lease of space in Municipal Building 242

Plumbing Ordinance - amendments requested 243

Petition - parking on Patton Avenue and College Street 243

Planning and Zoning Commission - appointment of members (Anthony Redmond, James M. Coleman, R. P. Roberts, R. Stanford Webb, William F. Wolcott, Jr.) 248

Planning and Zoning Board of Adjustment - appointment of two members (William Adams, Jr. and T. Hart Sayler) 249

Planning and Zoning Commission - resignation of R. P. Roberts 254

Planning and Zoning Commission - appointment of member (Harry Atkins) 254

Parking lots - rates - discussion 257

Petition - property owners request annexation to city (Leo Mac section) 258

Petition - Caney Patton Mills request city to remove graves from its property near Shangri-La Apartments 258

Pink Beds area of Pisgah National Forest - application to be made for water rights 261

Phillips, Robert F. - appointment as Commissioner Number Four, Sinking Fund Commission for Buncombe County 262

Parking lots - report of City Manager 263

Planning and Zoning Commission - petition not to rezone area from Johnston Boulevard to new Leicester Highway 265

Pollock, H. E. Jr. - appointment as member of Municipal Board of Elections 273

Police Department - Annual Report 274

Puckett, Maurice - appointed Director of Civil Service and member of Civil Service Board 276

Petition - completion of widening Riverside Drive 280

Petition - property owners request annexation (Richmond Hills section) 282

Pack Memorial Library - request for establishment of branch libraries 288

Petition - bus service (Malvern Hills Community) 290

Planning and Zoning Commission - recommendation re Sweeten Creek Road 290

Pearson Bridge Road - right-of-way to Southern Railway over 292

Packer, Loren D. - proposal to purchase small piece of property in Beverly Hills 296

Parks - City Manager to regulate and grant concessions at McCormick Field, Memorial Stadium, and Walton Street 347

Petition - protesting use of McCormick Field for stock car racing 360

Petition - property owner requests annexation (Red Oak section) 361

Planning and Zoning Commission - amendment requested (Gertrude Place) 370

Privilege tax ordinance - protest by Pearlman's (plumbing supplies) 370

Petition - protesting lighting Weaver Park for softball 371

Poliomyelitis - Council endorses Salk vaccine immunization program 375

Planning and Zoning Commission - report on revision of zoning ordinance 376

Planning and Zoning Commission - recommendations on revision of zoning ordinance 383

Planning and Zoning Commission - recommendations on revision of zoning ordinance 384

Petition - inspection of certain properties on Haywood Street requested 387

Petition - request no change be made in zoning (St. Dunstans Road) 390

Planning and Zoning Commission - amendment requested (Westgage Shopping Center) 390

Planning and Zoning Commission - amendment requested (South Lexington Avenue) 391

Planning and Zoning Commission - recommendations re portion of St. Dunstans Road, Westgate Shopping Center, and lot at intersection of Edwin Place and Charlotte Street 392

Petition - additional request no change be made in zoning (St. Dunstans Road) 392

Planning and Zoning Commission - recommendations re Patton Avenue 394

Planing and Zoning Commission - recommendations re Patton Avenue referred back for further study 408

Pearson Road - sewer line right-of-way - agreement with Southern Railway 408

Planning and Zoning Commission - communication from Westgate re building line on Patton Avenue 412

Pollock, H. E., Jr. - appointment as member of Municipal Board of Elections 412

Petition - opposing sale of Municipal Golf Course 412

Police Department - Annual Report 413

Planning and Zoning Commission - petition for amendment to zoning ordinance (Hamilton St.) 413

Planning and Zoning Commission - petition for amendment to zoning ordinance (Caribou Road - [illegible] 417

Plumbing - request for continuation of Board of Examiners for Journeymen Plumbers 418

Planning and Zoning Commission - recommendation (Hamilton Street) 418

Planning and Zoning Commission - further recommendation (Patton Avenue) 418

Presley, Robert I. - resignation as member of City Council 417

Preslar, Carter M. - elected to City Council 419

Preslar, Carter M. - sworn in as Councilman 419

Park, Kenilworth section - negotiations for authorized 420

Pack Memorial Library - request for additional space 423

Plumbing - report that request for continuation of Board of Examiners for Journeymen Plumbers may be made county-wide 424

Primary - withdrawal of Forrest Harty cancels Primary Election 425

Pinner, Beaman, appointed member of Asheville School Board 430

Parker estate - lease of property for library purposes 433

Pack Memorial Library - lease of property from Parker estate for library purposes (S. Pack Square) 433

Publication of Airport Bond ordinance 433

Petition - remove lights and baseball from Weaver Park 436

Plumbing - board of examiners requested 436

Planning and Zoning Commission - petition for amendment to zoning ordinance (Caribou Road) 442

Puckett, Maurice - reappointed Director of Civil Service 452

Planning and Zoning Commission - recommendation re rezoning Caribou Road 442

Planning and Zoning Commission - request for rezoning Lot 92, Sheet 11, Ward 2 517

Petitions - relating to City School Board 517

Preslar, Carter M. - oath of office 515

Planning and Zoning Commission - recommendation Lot 92, Sheet 11, Ward 2 518

Petition - dogs 518

Pakistan - Begum Tahira Agha (visitor to meeting) 522

Puckett, Maurice - resignation as Director of Civil Service 522

Petition - Photographers Association request ordinance regulating itinerant photographers 523

Police Court - appointment of Substitute Judge (Narvel J. Crawford) 523

Petition - protesting carnivals on Riverside Drive 525

Parks Department - yearly report 528

Planning and Zoning Commission - request to amend zoning ordinance (Hendersonville Road section) 529

Planning and Zoning Commission - request to amend zoning ordinance (Starnes Ave.) 531

Planning and Zoning Commission - recommendation re lots (Hendersonville Road section) 533

Petition - parking - Lodge Street, Biltmore 538

Police Department - communication re salaries 540

Police Department - Annual Report 545

Police radio and Identification Bureau - in operation 546

Planning and Zoning Commission - appointment of members (Anthony Redmond, James M. Coleman, R. Stanford Webb, William F. Wolcott, Jr., and Harry Atkins) 547

Planning Board - joint City-County (The Metropolitan Planning Board) Planning and Zoning Commission ex officio members; County appointees, R. P. Booth, Moore Bryson, Ruben Dailey, Hubert L. Kanipe, Charles W. Bernii 547

Petition - opposing operation of undertaking establishment on South French Broad Avenue by Joseph Wilkins 550

Planning and Zoning Commission - request to amend zoning ordinance (Sky Harbor - State Street, Amboy Road & Short Michigan Ave.) 551

Planning and Zoning Commission - recommendation re Sky Harbor (State St., Amboy Road & Short Michigan Ave.) 553

Public institution or hospital - water rate established for (Memorial Mission Hospital) 556

Planning Board - Metropolitan - amendment to agreement 556

Planning and Zoning Commission - recommendation re trailers and trailer camps [illegible]

Proclamation - Fire Prevention Week [illegible]

Petition - [illegible] years [illegible]

Petition - bus service - Biltmore section (White Transportation Company) 573

Petition - Y.W.C.A. request use of Asheland Avenue school property 573

Petition - removal of certain houses on Haywood Street and streets in vicinity 574

	PAGE
[illegible]	172
Quarry Tract - withdrawal from dedication of certain streets	165
Quarry Tract - certain street closed (Center Street, also known as Midland Ave., also known as Westwood Place)	166
Quarry Tract - extension of lease requested (George R. Coggins)	252
Quarry Tract - extension of lease - discussion	253
Quarry Tract - extension of lease - discussion	254
Quarry Tract - new lease to George R. Coggins	261
Quarry Tract - Landlord's consent agreement	265
Quarry Tract - Report of City Manager and Corporation Counsel re landlord's consent agreement	268
Quarry Tract - Landlord's consent agreement	429

	Lots	Sheet	Ward	PAGE
Alice Phillips (Board of Financial Control property) CERTIFICATE #312	96	9	Black Mountain	23
[illegible] Dunn and wife, Marian [illegible]. Dunn (Board of Financial Control property) CERTIFICATE #313			Averys Creek Township	35
W. B. Weatherford and wife, Annie Weatherford (Board of Financial Control property) CERTIFICATE #314			Lot 73, Pineburr Park, plat book 16 page 51	40
B. G. Bradley and wife, Virginia May Bradley (to correct former deed) CERTIFICATE #315	97	4	4	172
Jack Westall and Fred Sale, Trustees under Declaration of Trust of the Estate of J. M. Westall (Board of Financial Control property - settlement of claim)			8.6 acres, Reems Creek Township	251
Phillips Petroleum Company Releasing easement and right-of-way for water and sanitary sewer main, property at corner of Merrimon Avenue and Colonial Place, described in deed book 760, page 159				270
[illegible] Caldwell [illegible] Board of Financial Control property) CERTIFICATE #316			Lots in Henderson County	271
V. W. Wyatt and wife, Doris K. Wyatt (Board of Financial Control Property) CERTIFICATE #317			East margin of Ashland Avenue	442
County of Buncombe			7.9 acre tract (Part of armory property - Patton & Louisiana Ave.)	526
CERTIFICATE #318				
Housing Authority of the City of Asheville			Easement for water & sewer and property rights acquired by deed recorded in deed book 676 at page 357 (Over Lot 20, Sheet 16, Ward 3)	543
Housing Authority of the City of Asheville			Easement for water & sewer and property rights acquired by deed recorded in deed book 289 at page 258 (Over Lot 80½, Sheet 16, Ward 3)	549
CERTIFICATE #319				
Venoy N. Wright (Board of Financial Control property) CERTIFICATE #320			Deed Book 450, page 362 (Beaucatcher Mountain property)	572

	PAGE
[illegible]	17
Retirement of city employees - proposed rule of Civil Service Board	18
Redwood, William - appointment as Commissioner Number Two, Sinking Fund Commission for Buncombe County	18
Riverside Drive - certain property purchased in Montford Hills area	22
Riverside Drive - thanks by Montford Hills delegation for purchase of property	23
Recreation Park - Request for use by Negroes	133
Russell, Dr. Phillip E. - lease of space in City Hall	134
Recreation Park - no change in policy	138
Redwood, William - designation as Commissioner Number Two, Sinking Fund Commission for Buncombe County	160
Reynolds, Albert S. - named member of Asheville Beautification Commission	171
Roberts, E. B. - re-appointed member of Asheville-Biltmore College, Incorporated	174
Rayner, Charles F. - [illegible]	230
Roberts, E. B. - re-appointed member of Planning and Zoning Commission	248
Redmond, Anthony - re-appointed member of Planning and Zoning Commission	248
Roberts, E. B. - resignation as member of Planning and Zoning Commission	254
Riverside Drive - lease of certain property proposed	277
Riverside Cemetery - form of certificate of ownership approved	284
Riverside Drive - lease of property to W. Ralph Walls and Lloyd P. Miller	284
Recreation Park - swimming pool - cost of repairs prohibitive	288
Riverside Drive - right-of-way to Southern Railway over	292
Rains - modified stock car - McCormick Field	347
Recreation Department - Re-Sponsorship of Little League Baseball	378
Report of City - year 1955-56	387
Ross A. Witmer, Inc. - bill for furnishing air conditioning equipment for city auditorium	390
Ross A. Witmer, Inc. - awarded contract for furnishing air conditioning equipment for city auditorium	390
Rotary Club - offer of trees for tree program	391
Reader's Digest - resolution of appreciation for article	408
Recreation - request for swimming pool in North Asheville	428
Recreation Park swimming pool - advertisement for sale authorized	525
Riverside Drive - circus	526
Recreation Department - yearly report	528
Recreation Park - swimming pool - protest at sale	535
Recreation Park - swimming pool - lease authorized to Asheville Junior Chamber of Commerce, Inc.	535
Rackley, Gertrude T. - appointment to Board of "The Trustees of Asheville-Biltmore College"	[illegible]
Redmond, Anthony - appointed member Planning and Zoning Commission; also member The Metropolitan Planning Board	547
Roberts Street - extension under Cooky Park Bridge proposed	[illegible]
Recreational facilities - improvements at Municipal Golf Course club house, and lighted baseball field for teen agers and older boys authorized	[illegible]
Revell, Oliver [illegible] - lease of Oak Street parking	[illegible]
Recreation Department Program	575

	PAGE
State Highway & Public Works Commission - invitation to lunch	1
Wilbur Smith and Associates - contract for traffic survey	2
State Bond Issue - Council asked to give approval	8
S.P.C.A. - request for improvement at dog pound	10
[illegible]	16
[illegible]	16
Sinking Fund Commission for Buncombe County - appointment of Commissioner Number Two (William Redwood)	18
S.P.C.A. - request city and county pounds not be consolidated - city pound improved	19
S.P.C.A. - request ordinance prohibiting sale of chicks, ducklings and rabbits and artificial coloring of chicks	19
Sinking Fund Commission for Buncombe County - authorized to call certain bonds	23
Smoke Abatement Advisory Board - appointment of two members - Clyde Bradley and Arnold Weinbrod	27
S.P.C.A. - endorsement of ordinance prohibiting sale of chicks, ducklings and rabbits, and request for ordinance prohibiting artificial coloring of chicks	37
State Street Petition - Unsanitary condition - presented by Henry C. Fisher, Attorney	45
Smith, Wilbut and Associates - written report filed on Traffic Improvement Plan	45
State Street Petition - Unsanitary condition - preliminary report made by Health Department	45
State Highway and Public Works Commission - request to construct new highway for U. S. highway 70, 19 and 23	46
State Highway and Public Works Commission - re-routing highways in city of Asheville	46
State Highway and Public Works Commission - Meeting in Raleigh March 30, 1954 - Council and City Manager to attend	46
State Street Petition - Report from Health Department making satisfactory progress	47
Smith, Wilbur and Associates - Traffic Plan one-way street system go into effect May 1st, 1954	46
State Highway and Public Works Commission - Report of J. C. Walker re: Cross-town highway	52
Smoke Abatement Program - Resolution approving Amendments to Rules & Regulations, Ordinance [illegible] Natural Gas	52
State Highway & Public Works Commission - Discussion of proposed east-west expressway	60
Sinking Fund Commission for Buncombe County - call for certain bonds	115
Smoke Abatement Advisory Board Report	116
Smith, Paul J., Attorney - Claim of Horace C. Buckner	126
[illegible] Asheville - Payin[illegible] (Correct Date)	147
Sinking Fund Commission for Buncombe County - audit report - June 30, 1954	145
Sluder, A. R. - appointment as Chief of Police	153
Sinking Fund Commission for Buncombe County - call for certain bonds	153
Sumner, T. B. - statement regarding Chief of Police	155
Sumner, T. B. - resolution regarding Chief of Police	156
Sumner, T. B. - Police Department records - drunken driving cases - resolution	156
Sinking Fund Commission for Buncombe County - [illegible] of W. Lyle Caldwell as Commissioner Number Two	159
Sinking Fund Commission for Buncombe County - appointment of Courtney Smith as Commissioner Number Two	160
Smith, Courtney - appointment as Commissioner Number Two of Sinking Fund Commission for Buncombe County	160
Smoke Abatement - Advisory Board - appointment of two members, Thomas D. Osborne and Eugene Johsenreiter	160
[illegible]	164
Street lighting charges - no discrimination	164
Streets - certain streets located on Quarry Tract withdrawn from dedication	165
Sullivan Act - resolution requesting repeal	166
Streets - certain street closed on Quarry Tract (Center Street, also known as Midland Avenue, also known as Westwood Place)	166
Sullivan Act - letter from Senator John A. Shuford; Corporation Counsel instructed to prepare ordinance	170
Spivey, Ken - named member of Asheville Beautification Commission	171
Sapp, Mrs. L. H. - named member of Asheville Beautification Commission	171
Slum clearance - discussion of FHA Act of 1954	172
Sullivan Act - proposed ordinance - discussion	172
Slum clearance - meeting set	172
Sewage disposal - sewer charge proposed	173
Sewage disposal - sewer charge - water and sewer districts requested to join city in setting up reserve to finance	173
Shull, Dr. Charles A. - re-appointed member of Asheville-Biltmore College, Incorporated	174
Sewage disposal - sewer charge - permissive legislation	175
Sewage disposal - sewer charge - act submitted to Buncombe delegation	176
Slum clearance - report of meeting of Mayor's committee	176
Sewage disposal - resolution of Buncombe County Medical Society favoring	177
Simmons, Margaret - appointed City Clerk	181
Salaries - officials and employees	182

[illegible] - appointment 238

[illegible] 249

[illegible] 257

[illegible] 258

Bonds - Bottom Mills - resolution re removal of graves from property 261

Sinking Fund Commission for Buncombe County - appointment of Commissioner Number Four (Robert P. Phillips) 262

Sinking Fund Commission for Buncombe County - [illegible] 264

[illegible] -

[illegible] 272

[illegible] - appointment of [illegible] 272

Streets - Lyman Street - resolution authorizing City Manager to obtain right-of-way 279

[illegible] - Recreation Park - repairs 288

Bickett, George and wife, Jeanne - amendment to lease (off-street parking) 291

Southern Railway Company - resolution permitting crossing of certain public streets (Riverside Drive, Pearson Bridge Road and unnamed alley) 292

Southern Railway Company - resolution authorizing right of way (Riverside Drive) 292

Stock car racing - proposal to use McCormick Field 355

Sinking Fund Commission for Buncombe County - call of bonds 355

Stock car racing - petition protesting use of McCormick Field 360

State Highway and Public Works Commission - lease to of Orange Street School property 358

Stock car racing - claim for damages filed by Edwin C. Brown 369

[illegible] 379

[illegible] 405

[illegible] 407

Southern Railway - agreement giving permission to construct sewer line under right-of-way Pearson Road 408

Strohm, John - resolution of appreciation for article 408

Smoke abatement - appreciation resolution to Judge Guy Weaver (Citizens Committee) 413

Smoke abatement - Advisory Board - appointment of two members (Clyde Bradley, Anthony Lord) 413

Schools - status - tax rate 420

Street lighting - discussion 422

Schools - tax rate - letter of appreciation from Superintendent 423

School Board - appointment of two members (Reaman Pinner, Traynham Houston) 430

Salaries - city employees - remain same 453

Simmons, Margaret - appointed City Clerk 452

Sinking Fund Commission for Buncombe County - call of bonds 515

Stephens, George - appointed member of Library Board 515

Sewage disposal plant - reserve fund - discussion 517

School Board - petitions concerning 517

Substitute Judge of Police Court - appointment of Narvel J. Crawford 523

Swain, J. E. - letter expressing regret at death 525

Swimming pool, Recreation Park - resolution authorizing advertisement for sale 525

Six Associates, Incorporated, and C. Leyton Willis and Associates - contract for architectural and engineering services for New Airport 526

State Highway Commission - agreement re Cross-town expressway 529

Schools, City - Buncombe County Electrical Inspector to inspect 530

Schools - inspections - copies of reports furnished Council 531

Street lighting - report to be furnished Council 531

State Highway Commission - public hearing 534

Swimming pool - Recreation Park - protest at sale 535

Swimming pool - Recreation Park - deed authorized to Asheville Junior Chamber of Commerce, Inc. 535

Sinking Fund Commission for Buncombe County - call of bonds 540

School system - consolidation - discussion 541

Street lighting contract - Carolina Power & Light Company 542

Sullivan Act - held constitutional by Supreme Court 544

Smoke Abatement - Advisory Board - appointment of two members (Eugene Ochsenreiter and S. Clinton Minich) 544

Southern Railway - proposed elimination of south-bound train - protest 545

Streets closed in Housing Project - Atkinson, High, Gardner, View, Athens Streets and Hazel Avenue 549

Streets - Bryson Street - disclaimer of right to alley south of Bryson St. 549

Streets - damage by winter - possibility of securing state aid in repairing 550

State of North Carolina - lease of space in City Building 551

"G"

PAGE

[illegible] - Iberia Street, extension under Grove Park Drive - [illegible] 556

[illegible] - resolution ratifying agreement relative to cross-town expressway [illegible] 557

[illegible] - invitation to attend [illegible] 558

[illegible] - resolution relating to cross-town expressway 559

[illegible] - notice to [illegible] 562

	PAGE
Traffic survey - contract with Wilbur Smith and Associates	2
Television - erection of transmission tower on Mount Pisgah	32
Traffic - discussion of one-way streets	63
Thomas, Mrs. Geraldine E. - Claim for personal injuries	122
TVA - request for survey of French Broad River Basin (flood control)	141
Trustees of the Diocese of Western North Carolina of the Protestant Episcopal Church - certain property assigned by Hilliard Green and wife not to be used as public park	156
Trustees of the Diocese of Western North Carolina of the Protestant Episcopal Church - property deeded to	160
Talman, W. F. - named member of Asheville Beautification Commission	171
Thurland Street - request for paving	175
[illegible]	[illegible]
Thyse, R. G. - appointment as member of Board of Electrical Examiners	236
Town of Biltmore Forest - proposal for water contract	247
Traffic - recommendations of Wilbur Smith and Associates (Patton Avenue and College Streets)	**249**
Teen-age delinquents - discussion	261
Tomlin, Perry C. - appointment as member of Firemen's Relief Fund	263
Trees - regulation of cutting proposed	277
Truck route - resolution authorizing City Manager to obtain right-of-way (Lyman Street)	**279**
Tennis - proclamation Play Tennis Week - United States Lawn Tennis Association	295
Trees - suggestions of Mr. Anthony Lord	388
Trees - offers of Leyden Jory and Mr. Hubert L. Iles	391
Talman, W. Fleming - re-appointment as member of City of Asheville Board of Alcoholic Control	392
[illegible]	[illegible]
Trees - letter of Men's Garden Club	**408**
Trees - report of progress in planting program	412
Timber - North Fork Watershed - bid reviewed	430
Timber - North Fork Watershed - bid rejected	435
The Trustees of Wake Forest College, Incorporated - lease of property for off-street parking (Depot Street	445
The Biltmore Company - lease of space in Biltmore Fire Station	518
Traffic lights - request of Forrest Harty	536
The Metropolitan Planning Board - City Planning and Zoning Commission ex officio members; County appointments, R. B. Booth, Moore Bryson, Ruben Dailey, Hubert L. Manipe and Charles W. Dermid	547
Town of Biltmore Forest - resolution establishing water rate for	550
The Metropolitan Planning Board - amendment to agreement	[illegible]
Trailer and Trailer Camp regulation - proposed creation of Planning and Zoning Commission	[illegible]
Trailer and Trailer Camp ordinance - opposition	**573**

	PAGE
"[illegible]ary conditions [illegible]city - report of Mr. Ford	7
[illegible]ed, William B. - resolution regretting death	142
United States Government - resolution protesting [illegible] Ridge Parkway being made toll road	160
Urban renewal - meeting set	172
Urban renewal - report of meeting of Mayor's committee	176
Urban renewal - report and recommendations of committee	239
Urban Renewal Commission - progress report	257
Urban Renewal Commission - progress report	277
United States Lawn Tennis Association - proclamation (Play Tennis Week)	295
[illegible]	[illegible]
[illegible] renewal - resolution [illegible] resolution [illegible] Planning Board	427
Urban Renewal - discussion of proposed bill	435
United Electric Company - awarded contract - North Asheville Community Building	436
United States of America - release of certain part of armory property - supplement agreement	446
Urban Renewal Committee - appointment of J. Alfred Miller as member	515
Urban Renewal - endorsement by Asheville Board of Realtors	528
Urban Renewal - resolution commending Commission authorized	537
Urban Renewal - resolution commending	538
Urban Renewal Commission - progress report and recommendations	544
United States Veterans Hospital at Oteen - water rate established	547
United States of America - Grant Agreement for Airport through CAA for $250,000	553
United States of America - lease of space in City Hall Building	565

	PAGE
[illegible] v. [illegible]	7
[illegible], Arnold - [illegible] as member of Smoke Abatement Advisory Board	27
Voting machines - proposal of County	235
[illegible], Arnold - new matter as member of Smoke Abatement Advisory Board	272
[illegible], Arnold - new motion expressing appreciation	273
Vice-Mayor - Frank T. Silvaney elected	452
[illegible] Road - complaint re parking	525
Veterans Hospital at Oteen - water rate established	547
View Street - closed as public street	549

FRONT
B C D E F G H I J K L Mc M N O P R S T U V
W

	PAGE
Water development - Fairview	1
Water situation - report of City Manager	1
Water - North Fork Project - advertisement for bids	2
Water - protest against fluoridation	1
Water situation - discussion	5
Water situation - discussion - prayer for rain requested	5
Water situation - discussion Council meeting recessed for preparation of ordinance	7
Water - agreement with Duke to furnish	7
Water - resolution of American Legion Auxiliary	
Request of County Commissioners	
Discussion	8
Discussion	10
Watershed - bids rejected for pipe fittings and valves (North Fork Project)	10
Watershed - contract awarded to Fairbanks, Morse & Co. (diesel engines and pumps North Fork Project)	13
Watershed - bids rejected for construction of booster pump station (North Fork Project)	14
Watershed - contract awarded to H. Southworth Co. - Booster Pump Station (North Fork Project)	16
Water restrictions - removed	27
Weaverville - thanks for cooperation	27
Water situation - Bee Tree overflows	34
Watershed - report of City Manager and Chas. T. Main on financial status of new dam	32
Watershed - request to name new dam after Charles E. Waddell	34
Water - conference with state officials on fluoridation	35
Water - result of conference with state officials	38
Wallick, Louth and husband - lease of property for off-street parking	63
Wachovia Bank & Trust Company - option	115
Wright, George - selected to compile information on new airport	146
Wright, George - report on new airport	149
Waddell, C. C. - request to be demoted from Chief to Captain of Police Department	153
White Fawn Drive and Biltmore Avenue intersection - street signal light requested	158
Water rates outside city - opinion of Charles T. Malone as to constitutionality of Sullivan Act	164
Water rates outside city - resolution requesting reveal of Sullivan Act	166
Water - possibility of future supply Pisgah National Forest	166
Westwood Place - certain portion closed	166
Water rates outside city - letter from Senator John S. Shuford; Corporation Counsel instructed to prepare ordinance	170
Water rates - proposed ordinance - discussion	172
Welfare, Department - amendment to City Charter requested	173
Water and sewer districts - request to join city in setting up reserve to finance sewage disposal plant	173
Weir, Jordon - appointed City Manager	[illegible]
Wells, Robert V. - appointed Recreation Council	[illegible]
Weekly meetings of Council	[illegible]
Westall, Miss Annie - appointed to Library Board	[illegible]
Wright, [illegible] - appointed to City Court	[illegible]
Water - request of Town of Biltmore Forest	[illegible]
Water - proposal of Town of Biltmore Forest	247
R. Stanford Webb - appointment as member of Planning and Zoning Commission	248
Walcott, William F., Jr. - appointment as member of Planning and Zoning Commission	248
Water - discussion of service outside city limits	249
Water - service outside city - agreement by county	249
Water - application to be filed for water rights in Pink Beds area of Pisgah National Forest	261
Water - fluoridation - county-wide vote requested	279
Walls, W. Ralph - lease of property on Riverside Drive	284
Wright, Joel W. and wife - lease of property for off-street parking	286
Willis, C. Leyton & Associates - to make airport survey	289
Wright, Joel W. and wife - amendment to lease (off-street parking)	291
Water supply - fluoridation - discussion	296
Walton Street Park - City Manager to regulate and grant permissions	317
Weaver Park - lighting - petition - discussion	370
White Transportation Company - report on Malvern Hills operation	371
Willis, C. Leyton - presents preliminary airport studies	371
Weaver Park - invitation to attend first softball game under lights	373
Watershed, North Fork - lease to B. J. Hedrick Gravel and Sand Company (quarrying purposes)	381
Willis, C. Leyton & Associates - resolution approving final airport site study	389
Wall, Robertson - protest (Westfeldt land - airport)	389
Water line - Hollywell Street Drive - permission for [illegible]	[illegible]

Weaver, Mrs. Elizabeth L. - appointment as member of Municipal Board of Elections 412

[illegible] - [illegible] 413

Western N. C. Mechanical Contractors Assn.- request for continuation of Board of Examiners for Journeymen Plumbers 418

[illegible] - [illegible] 421

Watershed - timber bid reviewed 430

Watershed - timber bid rejected 435

Herbert R. Wooster Co. - awarded plumbing contract - North Asheville Community Building 436

A. L. Williams Plumbing Co. - awarded heating contract - North Asheville Community Building 436

Weaver Park - baseball discontinued, lights removed 436

Weaverville, Town of - Civil Defense Agreement 436

Wachovia Bank and Trust Company - designated as banking depositary of City funds 453

Weir, Welden - appointed City Manager 452

Webb, Everett V. - appointed Prosecution Counsel 452

Walker, John C. - appointed Airport Engineer 515

Wolcott, W. F. - appointed Assistant Airport Engineer 515

Western North Carolina Regional Planning Commission - Recommendation of Chamber of Commerce 525

Western North Carolina Regional Planning Commission - resolution appointing City Manager Weldon Weir as City of Asheville's representative 525

Weir, Weldon - appointed as City's representative on Western North Carolina Regional Planning Commission 525

Willis, C. Leyton and Associates, and Six Associates, Incorporated - engineering and architectural contract for New Airport 526

[illegible] - maintenance assumed by city 530

Weir, Weldon - Presented honorary plaque by C. B. Kibby 533

White Transportation Company - request to curtail bus service 542

Water - Sullivan Act held constitutional by Supreme Court 544

Water - rate established for Veterans Hospital at Oteen 547

Webb, R. Stanford - appointed member Planning and Zoning Commission; also member The Metropolitan Planning Board 547

Wolcott, William F., Jr. - appointed member Planning and Zoning Commission; also member The Metropolitan Planning Board 547

Wilkins, Joseph - protest against operation of undertaking establishment on South French Broad Avenue by 550

Water - rate established for resale - Town of Biltmore Forest and East Biltmore Water Co. 550

Water - rate established for industrial textile manufacturers - Beacon Manufacturing Company and American Enka Corporation 551

Water - rate established for public institution or hospital (Memorial Mission Hospital) 556

[illegible] - [illegible] s

Wage increase request - hourly employees 573

White Transportation Company - bus service demand (Biltmore section) 573

PAGE

PAGE

B C D E F G H I J K L Mc M N O P R S T U V W X
FRONT

	PAGE
York, Arthur - appointment as member of Boxing and Wrestling Commission	236
York, George - resolution regretting death	271
York, James D. - resolution regretting death	272
Youth Center - North Asheville Community Building - advertise for bids	424
York, Arthur - reappointed member of Boxing and Wrestling Commission	519
Youth Appreciation Week - Optimist Club	538
Y.W.C.A. - request use of Asheland Avenue School property	573

PAGE

	PAGE
Zoning ordinance - amendment requested (Brevard Road - Wells Avenue)	1
Zoning ordinance - amendment requested Druid Drive and Patton Avenue	5
Zoning ordinance - amendment requested certain lots on Coriova Street	5
Zoning ordinance - recommendation of Planning and Zoning Commission (intersection of Druid Drive and Patton Avenue)	6
Zoning ordinance - recommendation of Planning and Zoning Commission (intersection of Haywood Road and Brevard Road)	6
Zoning ordinance - recommendation of Planning and Zoning Commission (Coriova Street)	8
Zoning ordinance - petition protesting (intersection of Haywood and Brevard Road)	14
[illegible]	15
[illegible]	17
Zoning ordinance - recommendation of Planning and Zoning Commission (intersection of Haywood Road and Brevard Road)	20
Zoning ordinance - petition requesting amendment, Grove Park section	31
Zoning ordinance - amendment requested (Sand Hill, Shelburne and Salola)	36
Zoning ordinance - recommendation of Planning & Zoning Commission - Grove Park section	36
Zoning ordinance - study and revision recommended	38
Zoning ordinance - recommendation of Planning and Zoning Commission (Hendersonville Road)	138
Zoning ordinance - recommendation of Planning and Zoning Commission (Riverside Drive)--no change	152
Zoning ordinance - petition requesting amendment Lot 26 3/4, Sheet 3, Ward 2 (Bordeaux Place)	152
Zoning Ordinance - recommendation of Planning and Zoning Commission, Lot 26 3/4, Sheet 3, Ward 2	153
Zoning Ordinance - amendment requested (Part of Quarry property - Lots 29, 30, 31, 32, 33, 34, 17 and 11, Sheet 3, Ward 6)	**164**
Zoning Ordinance - recommendation of Planning and Zoning Commission - Quarry property - Lots 29, 30, 31, 32, 33, 34, 17 and 11, Sheet 3, Ward 6)	**165**
Zoning Ordinance - petition requesting amendment (Burton Street)	175
Zoning Ordinance - petition requesting amendment (Lot 20 and 150 feet of Lot 25, Sheet 5, Ward 7, and Lots 21 and 22, Sheet 5, Ward 7)	175
Zoning Ordinance - petition requesting amendment (Patton Avenue near Johnston Boulevard)	177
Zoning Ordinance - recommendation of Planning and Zoning Commission - Burton Street	229
Zoning Ordinance - recommendation of Planning and Zoning Commission (Lots 20, 21, 22 and western 150 feet of 125, Sheet 5, Ward 7)	229
Zoning Ordinance - recommendation of Planning and Zoning Commission - Lot 134 on Highway 19-23	229
Zoning Ordinance - amendment requested (Lots 99, 100, 117 and 118, Sheet 14, Part 6)	231
[illegible]	PAGE
[illegible]	
[illegible]	
[illegible]	
Zoning ordinance - petition not to re-zone area from Johnston Boulevard to new Leicester Highway	264
Zoning ordinance - recommendation of Planning and Zoning Commission (Sweeten Creek Road)	270
Zoning ordinance - amendment requested (Gertrude Place)	370
Zoning ordinance - report of Planning and Zoning Commission on revision	376
Zoning Ordinance - recommendation of Planning and Zoning Commission (revision)	383
Zoning Ordinance - recommendation of Planning and Zoning Commission (revision)	384
[illegible]	[illegible]
[illegible]	391
[illegible]	[illegible]
[illegible]	[illegible]
[illegible]	[illegible]
Zoning Ordinance - Patton Avenue referred back to Planning and Zoning Commission for further study	408
Zoning Ordinance - discussion of proposed Ordinance #395	410
Zoning - communication from Westgate re building line on Patton Avenue	411
Zoning - amendment requested - Hamilton Street	413
Zoning - recommendation of Planning and Zoning Commission (Hamilton Street)	418
Zoning - recommendation of Planning and Zoning Commission (Patton Avenue)	418
Zoning - amendment requested - Caribou Road	442
Zoning - recommendation of Planning and Zoning Commission (Caribou Road)	442
Zoning - amendment requested - Lot 92, Sheet 11, Ward 2	517
Zoning - recommendation of Planning and Zoning Commission (Lot 92, Sheet 11, Ward 2)	518

[illegible] 529

Zoning Ordinance - amendment requested (Starnes Avenue) 531

Zoning Ordinance - recommendation of Planning and Zoning Commission re lots Hendersonville Road section 533

Zoning Ordinance - recommendation of Board of Adjustment - [illegible] 535

Zoning Ordinance - [illegible] (Sky Harbor - State St., Amboy Road and Short Michigan Ave.) 551

Zoning Ordinance - recommendation of Planning and Zoning Commission re Sky Harbor--(State St., Amboy Road and Short Michigan Ave.) 553

Zoning Ordinance - [illegible] and Zoning Commission re lots Hendersonville Road section 560

Thursday, August 20, 1953 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, August 20, 1953 at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilman W. I. Abernathy, F. M. Mulvaney, M. C. Peterson, J. W. McRary, T. B. Sumner, C. E. Morgan, City Manager Weldon Weir, Corporation Counsel R. W. Wells, Director of Public Safety Carl B. Hyatt, Jr., and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

Ordinance #361, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", was, upon motion of Councilman Abernathy, seconded by Councilman Mulvaney, unanimously passed on its second reading with the following vote:

Councilman Abernathy voted "aye" — Councilman McRary voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Peterson voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

Mr. Weir informed the Council they had been invited to attend a luncheon meeting of the State Highway & Public Works Commission at the Battery Park Hotel on Thursday, August 27th at 1:00 P. M., which was accepted. The Highway Commission will meet in the Council Chamber at 10:00 A. M. and several Councilmen said they expected to attend.

Mr. Weir reported he had been in conference with the Commissioners of Buncombe County regarding the Fairview water development and stated that as facts develop he would report back to the Council.

Mr. Weir gave a report on the water situation at the watersheds, stating that Bee Tree Reservoir was 17½ feet below the spillway, one foot below the level of last year.

Dr. Will Hampton, a negro Councilman of Greensboro, N. C., was introduced by Rubin Dailey and welcomed by the members of the City Council.

There being no further business, the meeting upon motion was adjourned.

Margaret Simmons
City Clerk

E. W. Eller
Mayor

Thursday, August 27, 1953 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, August 27, 1953 at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilman W. I. Abernathy, F. M. Mulvaney, M. C. Peterson, J. W. McRary, T. B. Sumner, C. E. Morgan, City Manager Weldon Weir, Corporation Counsel R. W. Wells, C. B. Hyatt, Jr., with Mayor E. W. Eller presiding.

The minutes of the previous meeting were read and approved.

A communication from E. L. Owen requesting rezoning property located at 12 Brevard Road and Wells Avenue from residential to business property was presented and after discussion Mayor eller directed it be referred to the Planning and Zoning Commission.

Ordinance #361, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", was, upon motion of Councilman Abernathy, seconded by Councilman Mulvaney, unanimously passed on its third and last reading

with the following results:

Councilman Abernathy voted "aye" — Councilman McRary voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Peterson voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 361

AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE"

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the zoning map and zoning ordinance, being Ordinance No. 322 known as "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE" be and is hereby amended as follows:

(Lots hereinafter referred to under this section shall mean Lots of Record and be as defined in said Ordinance No. 322, and the designated lot numbers, sheets and wards hereinafter referred to under this section shall refer to the City of Asheville and Buncombe County Tax Maps.)

That all that area within the boundary hereinafter particularly described be and is hereby rezoned from RA6 Residential District to Neighborhood Trading Area:

BEGINNING at a point in the southwest corner of Lot 33, Sheet 11, Ward 6, and in the north margin of Devon Road, and runs in an easterly direction with the said northern margin of said Devon Road and with the southern boundary lines of Lots 34, 35, 36, 37, 38, 39, 40, 41 and 42 of Sheet 11, Ward 6 to the southeast corner of said Lot 42; thence runs in a northerly direction with the eastern boundary line of said Lot 42 and the eastern boundary line of Lot 15, Sheet 11, Ward 6 and also with the city limit line and with the eastern boundary line of Lot 4, Sheet 11, Ward 6, and crossing (new) Patton Avenue and the old County Home Road to the southeast corner of an unnumbered lot shown on said Sheet 11, Ward 6, said corner being also a northeast corner of said Lot 4; thence runs in a westerly direction with a northern boundary line of said Lot 4, 93.75 feet to the southwest corner of said unnumbered lot; thence runs in a northwesterly direction with the eastern boundary line of said Lot 4 and the western boundary line of said unnumbered lot 115.7 feet to a common corner of said Lot 4 and said unnumbered lot; thence runs in a westerly direction in a straight line touching the northeast corner of Lot 48, Sheet 11, Ward 6 and continuing in a straight line to the northeast corner of lot 13, Sheet 13, Ward 6; thence with the northern boundary line of said lot 13 in a southwesterly direction to its northwestern corner; thence runs in a southerly direction with the western boundary lines of Lots 13, 14, 15, 16, 17, 17¼, Sheet 13, Ward 6 and Lots 18 and 17, Sheet 11, Ward 6, to the southwest corner of said lot 17, Sheet 11, Ward 6; thence runs in a southwesterly direction and a straight line crossing (new) Patton Avenue to the northwestern corner of Lot 47, Sheet 11, Ward 6; thence continuing across Patton Avenue with the western boundary line of said Lot 47 in a southerly direction and with the western boundary line of Lot 33, Sheet 11, Ward 6, to the point of BEGINNING.

Section 2. That the office of the City Engineer is hereby authorized and directed to make the change as enacted by Section 1 above in said zoning map.

Section 3. That if any section, sub-section, sentence, clause or phrase of this ordinance is for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, sub-section, clause and phrase thereof, irrespective to the fact that any one or more sections, sub-sections, sentences, clauses or phrases be declared invalid.

Section 4. That all ordinances and clauses or ordinances in conflict herewith be and are hereby repealed.

Section 5. That this ordinance shall be in full force and effect fifteen days from date of final passage.

I move the adoption of the foregoing ordinance, this 13 day of August, 1953.

W. I. Abernathy

Seconded by: Frank Mulvaney

Read, approved and adopted this 27 day of August, 1953, to become effective 11th day of September, 1953.

E. W. Eller

Margaret Simmons

APPROVED AS TO FORM:

Robt. W. Wells
Corporation Counsel

A resolution was introduced by Councilman Abernathy authorizing City Manager to advertise for bids in the name of the city, for two additional contracts in connection with the North Fork Dam and Reservoir project, which was, upon motion of Mr. Abernathy, seconded by Councilman Morgan, unanimously adopted.

Complete copy of Resolution will be found in Resolution Book #3 at page 186

Mr. Weir stated that bids will be submitted to the Council for final confirmation.

A resolution was presented by Councilman Mulvaney authorizing the City Manager to execute a city-wide traffic survey contract with Wilbur Smith and Associates in connection with the construction of an east-west express-way between Broadcatcher Tunnel and the Smoky Park Highway Bridge, which was, upon motion of Councilman Mulvaney, seconded by Councilman Peterson, unanimously adopted.

Complete copy of resolution will be found in Resolution Book # 3 at page 187.

PROPOSAL FOR GENERAL TRAFFIC SURVEY FOR ASHEVILLE, NORTH CAROLINA

BY

WILBUR SMITH AND ASSOCIATES

We propose a general traffic survey which will include the collection of data necessary for the development of plans for improving the movement of traffic on existing streets. The facts collected will also be very useful in planning long range traffic improvements and parking.

We propose:

FIELD STUDIES

That field data will be collected relative to vehicular volumes and turning movements, curb parking and practice, traffic signals, stop signs and signal observance, speeds and delays, accidents, traffic routing, special intersection studies, pedestrian volumes and problems, transit routes and stops, and traffic ordinances. All data previously collected and reported will be reviewed and used where applicable. It is understood that the municipality will make available maps, intersection layouts, and other data that are available.

ANALYSIS AND REPORT

That after completion of the collection of field data, the facts will be analyzed and a report including the findings and recommendations will be prepared and submitted. Fifty mimeographed and complete illustrated copies of this report will be furnished. After submission of this report a member of this firm will be available for one (1) conference with city officials and/or citizens for presentation of the facts and recommendations.

COST

That we will perform the aforementioned services for the City of Asheville, North Carolina, for the sum of Four Thousand Eight Hundred ($4,800.00) dollars. Of this amount six hundred ($600.00) dollars will become payable upon the acceptance of the contract and the balance upon the submission of the report. All expenses incurred in connection with the performance and completion of the above stated service will be the responsibility of this firm.

TIME

That work toward completion of this contract will commence within thirty (30) days after acceptance thereof. The work will be completed within four (4) months after field work commences.

For all intents and purposes, this proposal may serve as a contract and is submitted for your consideration and acceptance. This offer shall be considered withdrawn if not accepted before July 1, 1954.

CITY OF ASHEVILLE
Approved:

By Weldon Weir
City Manager
Attest: Margaret Simmons
City Clerk
Date

Respectfully submitted,

Wilbur Smith and Associates

By: James Millidge Smith

Councilman McRary introduced a resolution authorizing the Mayor to execute lease with William J. Carter for vacant property on Roberts Street, which was, upon motion of Councilman McRary, seconded by Councilman Sumner, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 188.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

THIS LEASE, made and entered into this 1st day of September, 1953, by and between the CITY OF ASHEVILLE, party of the first part, hereinafter called LESSOR, and WILLIAM J. CARTER, party of the second part, hereinafter called LESSEE:

WITNESSETH:

That the Lessor does hereby lease to the Lessee, and the Lessee hereby accepts from the Lessor, the following described property:

Lying and being in the City of Asheville, County of Buncombe, State of North Carolina, and more particularly described as follows: BEING Lot 45A as shown on a Plat recorded in Deed Book 71 at page 474, in the Office of the Register of Deeds for Buncombe County, N. C., subject to the existing right-of-way of Roberts Street over a western portion of said Lot 45A, reference to which said deed book and plat is hereby made for a greater certainty of description. Said Lot 45A being a western portion of the lot designated as Lot 106, Sheet 4, Ward 4 on the Tax Maps of Buncombe County and the City of Asheville, also subject to the existing right-of-way thereon for Roberts Street, said Lot also being the same Lot as described in a Deed to the City of Asheville dated July 13, 1913 and recorded in Deed Book 183 at page 326, Buncombe County Records, and subject to the existing right-of-way for Roberts Street.

This lease is executed upon the following terms and conditions:

1.

This lease shall be for a term of five years, commencing on the 1st day of September, 1953 and continuing through the last day of August, 1958.

2.

The lessee shall pay an annual rental of $150.00 in advance, on or before the 15th day of September of each year during the term hereof.

3.

At all times while there is no default in the performance of the provisions of this lease by the Lessee, the Lessee shall have the right to grade and remove dirt and rock from the premises, to the level of Roberts Street, and otherwise use and improve the same in any manner as he may desire; provided, however, that the Lessee may not use the said premises or any part thereof as a commercial quarry, and any removal of dirt or rock, shall be done in a safe and proper manner in such wise as will not endanger existing structures or land or property adjacent to or near said premises. The Lessee hereby agrees to indemnify and save the Lessor harmless from any and all claims or actions for damages to person or property on account of any such use of such premises as may be made by or conducted under the direction of the Lessee.

4.

If the Lessee should fail or neglect to make any payment of rent when due, or should otherwise violate the provisions of this Lease, the Lessor may notify the Lessee in writing of such default delivered or mailed by registered mail to the last known address of the Lessee, and if such default is not corrected and made good within ten days from the receipt by the Lessee of such notice, or from the date of its mailing in the event it is not personally delivered, the Lessors may thereupon and without further notice terminate this lease, and may reenter the premises and expel the Lessee therefrom.

5.

This lease shall not be assigned or the leased premises sublet without the written consent of the Lessor.

6.

That the Lessee will make no unlawful or offensive use of the premises, and shall comply with all lawful ordinances and regulations of the City of Asheville now in force or hereafter adopted which in any manner affect the use of said premises.

7.

This lease is, however, executed and accepted subject to the condition that if Lessor should at any time during the term thereof, determine that the premises herein leased or any part thereof should be used or needed for a right-of-way in, over or upon said premises for public street or highway purposes, and the Lessor therefore desires possession, the Lessor may terminate and cancel this lease by giving to the Lessee 30 days written notice of such determination and desire and in event this lease is so terminated as above the Lessor agrees to return a pro-rated share of the advanced annual rental.

IN WITNESS WHEREOF, the said Lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the lessee has hereunto set his hand and seal, this the day and year first above written.

ATTEST:

Margaret Simmons
City Clerk

CITY OF ASHEVILLE

By E. W. Eller
Mayor

WILLIAM J. CARTER

Lessee

A protest against fluoridation of water was read by Mr. H. R. Leitenberger, Assistant to the Christian Science Committee on publication for the State of North Carolina, stating that it was a step toward mass medicine and protested it on the grounds "it constituted state medicine." Mr. Weir stated that approval of the State Health Department must be given before the city could install the system, and recommended to the Council that the letter be received as a communication and referred to the City Health Department. Upon motion of Councilman Morgan, seconded by Councilman Abernethy Mr. Weir's recommendation was unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, September 3, 1953 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, September 3, 1953, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, M. C. Peterson, C. E. Morgan, J. W. McRary, W. I. Abernethy, T. B. Sumner, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

A petition was presented requesting the rezoning of the four corners at the intersection of Druid Drive and Patton Avenue from Residential District to Neighborhood Trading Area.

A petition was presented requesting the rezoning of Lots 121 through 139, Sheet 9, Ward 5 from Residential to Industrial District.

Councilman McRary moved that these petitions be referred to the Planning and Zoning Commission for report and recommendation, which motion was seconded by Councilman Sumner and unanimously adopted.

City Manager Weir gave a report on the critical condition of the water supply, advising that operators of air-conditioning systems not re-using water have been requested to discontinue the use of said systems. Mr. Weir further advised that a conference would be held next week with Enka officials in regard to the use of Enka water in the West Asheville area.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, September 10, 1953 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, September 10, 1953, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, M. C. Peterson, J. W. McRary, T. B. Sumner, F. M. Mulvaney, W. I. Abernethy, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

Councilman Sumner introduced a resolution authorizing Mayor to execute lease with General Outdoor Advertising Company, which was, upon motion of Councilman Sumner, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 189.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

THIS LEASE, made and entered into this 1st day of September, 1953 by and between the City of Asheville, hereinafter called Lessor, and General Outdoor Advertising Company, hereinafter called Lessee:

W I T N E S S E T H:

That the Lessor hereby leases to Lessee, for and in consideration of the rental sum of $45.00 to it in hand paid by Lessee, receipt whereof is hereby acknowledged, the following described property in the City of Asheville:

Being Lot 45 as shown on a Plat recorded in Deed Book 71 at page 474 in the office of the Register of Deeds for Buncombe County, N. C., reference to which said deed book and plat is hereby made for a greater certainty of description; said Lot 45 being an eastern portion of the lot designated as Lot 106, Ward 4, Sheet 4 on the Tax Maps of Buncombe County and the City of Asheville, and being the same lot as described in a deed to the City of Asheville dated October 6, 1917 and recorded in Deed Book 252 on page 481, Buncombe County records.

This lease is made for the specific purpose of allowing Lessee to erect and maintain on said property two panel signboards.

It is agreed between the parties hereto that if Lessor should deem it necessary to use the above mentioned lot for other purposes this lease shall then be void.

This lease shall be in force and effect for a period of One year from this date with the exception above made.

ATTEST:

Margaret Simmons
City Clerk

CITY OF ASHEVILLE

By E. W. Eller
Mayor

GENERAL OUTDOOR ADVERTISING COMPANY

By

City Manager Weir reported to the Council that he had been in conference with officials of the American Enka Corporation concerning the hope of getting water from Enka, and that details have been worked out to furnish water in about the same manner as last year.

Mr. Weir further reported on the critical condition of the water supply, and advised that for safety reasons it was necessary to keep the reservoirs at White Fawn and Beaucatcher at full capacity.

Representatives of a number of large commercial users of water were present and took part in the discussion, advising the Council of methods that had been used to reduce water consumption. Among the speakers were Mr. Robert I. Presley of the Coca Cola Bottling Company, a representative of Beacon Manufacturing Company, and Mr. Brantley Smith of the Swannanoa Laundry. Mr. A. H. Goodwin, United States Geological Survey engineer, and Dr. Margery Lord, City Health Officer, also took part in the discussion.

Upon motion of Councilman McRary, seconded by Councilman Abernethy, the Council adopted a resolution calling on the Ministerial Association of Asheville and Buncombe County to request prayer for rain by the people.

Mayor Eller and City Manager Weir expressed their appreciation for the cooperation of the people in this emergency.

Mr. Henry Fisher, attorney for Joyce Carol Henderson, presented a claim for damages for personal injuries in the amount of $50,000.00, which claim was referred by the Council to the Corporation Counsel for investigation.

Asheville, North Carolina
September 10, 1953

Honorable Mayor and
Members of the City Council of
City of Asheville, North Carolina

NOTICE OF CLAIM

IN RE: Joyce Carol Henderson
age, 7 years

You are hereby notified of the claim for injuries and damages sustained on the 1st day of July, 1953, by Joyce Carol Henderson as a result of falling from a bridge owned by the City of Asheville in Horney Heights Park, that the City of Asheville permitted to be maintained in an unsafe manner which resulted in the above named child, Joyce Carol Henderson, suffering a severe crushed skull, and the said child is seriously and permanently injured by the negligence of the City of Asheville. Claim is hereby made for the sum of Fifty Thousand ($5,000) Dollars for said injuries and damages sustained by said minor child on said date.

Joshua C. Henderson
J. C. Henderson, father of Joyce Carol Henderson

Henry C. Fisher
Henry C. Fisher, Attorney for Claimant

There being no further business, the meeting was upon motion adjourned.

Ed Penny
MAYOR

Margaret Simmons
CITY CLERK

Thursday, September 17, 1953 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, September 17, 1953, at 4:00 o'clock P. M. with Mayor W. I. Abernethy presiding. Present: Councilmen C. E. Morgan, J. W. McRary, T. B. Sumner, City Manager Weir, and Vice-Mayor W. I. Abernethy.

The minutes of the previous meeting were read and approved.

A communication was received from the Planning and Zoning Commission recommending that no action be taken at the present time on the petition of Rex S. Smathers, Jr. which involves five small lots contiguous to the new Patton Avenue Boulevard.

September 9, 1953

Mr. J. Weldon Weir, City Manager
City of Asheville
Asheville, N. C.

Dear Mr. Weir:

At a special meeting of the City of Asheville Planning and Zoning Commission held on September 9, 1953, the following action was taken on request of Mr. Rex S. Smathers, Jr.

The City of Asheville Planning and Zoning Commission recommends to the City Council that no action be taken at the present time on the petition of Mr. Smathers which involves five small lots contiguous to the new Patton Avenue Boulevard, in view of the fact that the Planning and Zoning Commission desires to make an over all study of the demand and need for the expansion of business property along both sides of said Boulevard.

Yours very truly,

S/ Anthony Redmond
Anthony Redmond
Secretary

This recommendation was accepted by the Council.

ZONING

A communication was received from the Planning and Zoning Commission recommending the rezoning from RA-6 to Business District of the following lots, 107, 108, 246, 247, 248, 249 and 250, Sheet 12, Ward 5.

September 10, 1953

Mr. J. Weldon Weir, City Manager
City of Asheville
Asheville, N. C.

Dear Mr. Weir:

At a special meeting of the City of Asheville Planning and Zoning Commission held on September 9, 1953, the following action was taken on the attached request of Mr. E. L. Owen.

The City of Asheville Planning and Zoning Commission recommends to the City Council that the following lots of record, being lots 107, 108, 246, 247, 248, 249 and 250 on Sheet 12 of Ward 5, be rezoned from RA-6 to business district so that the business district at the intersection of Haywood and Brevard Roads may be extended southward.

Yours very truly,

S/ Anthony Redmond
Anthony Redmond
Secretary

Councilman Sumner moved that the above recommendation of the Planning and Zoning Commission be accepted, and that the Corporation Counsel prepare an ordinance complying with said recommendation to be placed before the City Council, and that notice and publication of public hearing be held on same, which motion was seconded by Councilman Morgan and unanimously adopted.

Dr. Margery J. Lord, City Health Officer, gave a brief report on the work which has been accomplished in clearing up certain unsanitary conditions existing outside the city limits, and particularly in Biltmore at Sweeten Creek Road.

Councilman Morgan introduced a resolution authorizing the City Manager to advertise certain property belonging to the City of Asheville to be sold at public auction, which resolution was, upon motion of Councilman Morgan, seconded by Councilman McRary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 190

Councilman McRary introduced a resolution authorizing the Vice-Mayor to execute agreement for water with American Enka Corporation, which was, upon motion of Councilman McRary, seconded by Councilman Morgan, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 191.

UNDERTAKING OF INDEMNITY AND PAYMENT

WHEREAS, the City of Asheville is again faced with a serious water shortage for the municipal water system; and

WHEREAS, American Enka Corporation (hereinafter called Enka) has offered once again to make available to the City of Asheville such surplus water, if any, as may from time to time, in its judgment, be available from its private water system.

NOW, THEREFORE, in consideration of the provision by Enka of such water to the City's water mains, the City of Asheville hereby agrees:

1. To indemnify and hold Enka harmless from any liability, all claims of whatsoever nature, any expenses in connection therewith and any other loss or expense that Enka may incur as a result of or in connection with or arising out of the provision by it of water to the City's water mains.

2. To pay Enka its costs incurred incident to the provision of such water to the City including without limitation the cost of chemicals used in its purification, any special pumping costs, as well as the allocated cost of pumping, filtration and general operation and maintenance of the filter plant and other facilities constituting a part of Enka's private water system.

IN WITNESS WHEREOF, the City of Asheville has caused this undertaking to be executed this 17 day of September, 1953.

Attest:

By Margaret Simmons
City Clerk

CITY OF ASHEVILLE

By W. I. Abernethy
VICE-MAYOR

Dr. Lord advised the Council that the Enka water had been approved for public use by both the State Health Department and the City Health Department.

City Manager Weir expressed the appreciation of the City of Asheville to Enka officials for their cooperation in this emergency.

City Manager Weir presented to the Council the report of the Librarian of the Asheville Public Libraries for the year 1952-1953.

City Manager Weir presented to the Council the Audit Report of the City of Asheville for the period ending June 30, 1953.

City Manager gave a report on the water situation, and recommended to the City Council that this meeting be recessed until Monday afternoon at 4 o'clock to consider further restrictions on the use of water by all consumers.

Mrs. Clyde Bradley informed the Council that the Asheville Merchants Association has called on all member firms to close Monday between noon and 1 p. m. for mass prayer services in churches.

Mrs. Clyde Bradley presented literature to the Council on the forthcoming State Bond Election, and requested the Council at its next regular meeting to go on record as favoring the passage of this bond issue.

There being no further business, this meeting was recessed until 4:00 p. m. on Monday, September 21, 1953.

VICE-MAYOR

CITY CLERK

Monday, September 21, 1953 - 4:00 o'clock P. M.

The City Council reconvened its regular session on Monday, September 21, 1953, at 4:00 o'clock P. M. with Vice-Mayor W. I. Abernethy presiding. Present: Councilmen T. R. Sumner, M. C. Peterson, J. W. McRary, City Manager Wilton Weir, Corporation Counsel R. W. Wells, and Vice-Mayor W. I. Abernethy.

A communication was read from the Planning and Zoning Commission recommending that tax lots of record 115 - 139 and 185 - 194, Sheet 9, Ward 5 be rezoned from RA-5 residential district to business district.

September 19, 1953

Mr. I. Wilton Weir,
City Manager,
City of Asheville,
Asheville, N. C.

Dear Mr. Weir:

At a special meeting of the City of Asheville Planning and Zoning Commission held on September 18, 1953 to consider the attached petition, the following motion was made, seconded and unanimously passed:

The City of Asheville Planning and Zoning Commission recommends to the City Council that tax lots of record 115 - 139 and 185 - 194 of Sheet 9, Ward 5 be rezoned from RA-5 residential district to business district.

Very truly yours,

S/ Anthony Redmond
Anthony Redmond
Secretary

Councilman Sumner moved that the above recommendation of the Planning and Zoning Commission be accepted, and that the Corporation Counsel prepare an ordinance complying with said recommendation to be placed before the City Council, and that notice and publication of public hearing be held on same, which motion was seconded by Councilman McRary and unanimously adopted.

A resolution by the members of the American Legion Auxiliary, West Asheville Memorial Unit No. 335 was read pledging the cooperation and support of the members during the current water shortage.

Vice Mayor Abernethy and City Manager Weir expressed their appreciation for this cooperation.

A communication was read from the Board of County Commissioners requesting that the Council not discontinue water services to any group of residents of Buncombe County living outside the corporate limits of Asheville.

This communication was received as information by the Council.

Councilman Peterson introduced Ordinance No. 362, being "AN EMERGENCY ORDINANCE RESTRICTING THE CONSUMPTION OF WATER FROM THE CITY OF ASHEVILLE WATER SUPPLY FOR THE IMMEDIATE PRESERVATION OF THE HEALTH, SAFETY AND PROPERTY OF THE CITY", which was seconded by Councilman Sumner and read in full.

City Manager Weir gave a report on the water situation, stating that rains over the weekend had improved the water situation to some extent, but that the condition was still critical.

Whereupon, Ordinance No. 362 was placed on its first reading with the following vote:

Councilman Peterson voted "aye"
Councilman McRary voted "aye"
Councilman Sumner voted "aye"
Vice-Mayor Abernethy voted "aye"

There being no further business, the meeting was upon motion adjourned.

VICE-MAYOR

CITY CLERK

Thursday, September 24, 1953 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, September 24, 1953, at 4:00 o'clock P. M. with Vice-Mayor W. I. Abernethy presiding. Present: Councilmen J. W. McRary, M. C. Peterson, T. R. Sumner, City Manager Wilton Weir, Corporation Counsel R. W. Wells, and Vice-Mayor W. I. Abernethy.

The minutes of the previous meeting were read and approved.

City Manager Weir gave a report on the water situation, and advised that since the passage of ordinance 362 on its first reading good results had been obtained.

Whereupon, Ordinance No. 362 was, upon motion of Councilman Peterson, seconded by Councilman Sumner, unanimously passed on its second reading with the following vote:

Councilman McRary voted "aye"
Councilman Peterson voted "aye"
Councilman Sumner voted "aye"
Vice-Mayor Abernethy voted "aye"

There being no further business, the meeting was upon motion adjourned.

VICE-MAYOR

CITY CLERK

Thursday, October 1, 1953 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, October 1, 1953, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, T. R. Sumner, C. E. Morgan, W. I. Abernethy, M. C. Peterson, J. W. McRary, Director of Public Safety Carl R. Hyatt, Jr., Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

A claim was filed on behalf of Mrs. C. E. Mills in the amount of $68.08 for excavation work in connection with a sewer stoppage at her residence, which claim was referred to the Corporation Counsel for investigation.

Asheville, N. C.
31 Larchmont Road
September 29, 1953

Mr. Clarence E. Morgan, Mr. Earl W. Eller,
Mr. Walter I. Abernathy, Mr. Frank M. Mulvaney,
Mr. M. C. Peterson, Mr. J. W. McRary, Mr. T. R.
Sumner, Members of the City Council of the City
of Asheville, North Carolina

Gentlemen:

This is to advise you that on or about the 1st day of July, 1953, I incurred bills with the following companies and in the following amounts:

N. O. Stewart & Sons, Plumbing & Heating,	$54.58
D. B. Whiteside, Plumbing & Heating,	13.50
Total	$68.08

for excavation work in connection with a sewer stoppage occurring at my residence, 31 Larchmont Road, Asheville, N. C.

Subsequent to the date of July 1, 1953, I ascertained for the first time that the stopping up of the sewer serving my home had taken place in the City of Asheville sewer line directly in front of my home on Larchmont Road, when I was so advised by D. B. Whiteside Plumbing and Heating Company.

Only after D. B. Whiteside Plumbing & Heating Co. and N. O. Stewart & Sons, had completely excavated my sewer connecting line from my house to the street, did I learn that the stoppage was in the City of Asheville sewer line and not my line.

By reason of the defective condition of the City of Asheville sewer line I was required to expend the above sums of money. In addition to the above expenses I have been billed for the sum of $11.34 by the City of Asheville, and I hereby request that said bill be cancelled and that I not be required to pay the same by reason of the fact that the repairs made by the City of Asheville were to its own sewer line and not to my connecting line.

By reason of the aforesaid the undersigned hereby files claim with the City of Asheville asking that the sum of $68.08 be refunded, after being audited and approved. This letter is to give the City Council of the City of Asheville notice of my claim pursuant to sections 149 and 150 of the Town Charter as contained in the City Code of the City of Asheville, 1945 Edition.

This September 29, 1953.
Received: This September 30, 1953.

S/ Mrs. C. E. Mills
Mrs. C. E. Mills

S/ Margaret Simmons
City Clerk

Councilman Morgan moved that action be deferred on the third and final passage of Ordinance No. 36[illegible] being "AN ORDINANCE RESTRICTING THE CONSUMPTION OF WATER FROM THE CITY OF ASHEVILLE WATER SUPPLY FOR THE IMMEDIATE PRESERVATION OF THE HEALTH, SAFETY AND PROPERTY OF THE CITY", which motion was seconded by Councilman Mulvaney and unanimously adopted.

Mr. Carl P. Hyatt, Jr., Director of Public Safety, gave a report on the water situation, advising that rains and the cooperation of the public in conserving water had improved the outlook, but that the condition was still critical.

Councilman Mulvaney reported to the Council that a man in the Fairview- East Biltmore section has been violating the restrictions placed on the use of water by washing his car three times during the last week.

Whereupon Councilman Abernethy moved that this man be notified to cease violating the restrictions and that proper action be taken to stop this violation, which motion was seconded by Councilman Morgan and unanimously adopted.

. . . .

Mr. Thomas Walton and Mr. Joseph Livesay, on behalf of the S. P. C. A., appeared before the Council to request that improvements be made at the City Dog Pound in accordance with recommendations of Dr. E. L. Shuford.

Councilman Sumner moved that the Mayor and City Manager confer with County officials concerning consolidation of certain governmental functions.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, October 8, 1953 - 4:00 o'clock P. M.

The City Council met in regular session on Thursday, October 8, 1953, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen M. C. Peterson, J. W. McRary, T. B. Sumner, F. M. Mulvaney, W. L. Abernethy, C. P. Morgan, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

A claim for damages to his automobile was filed by George Tingle through his attorney, John H. Giezentanner, in the amount of $500.00, which claim was referred to the Corporation Counsel for investigation.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

NOTICE

To the Honorable Mayor and Council of the City of Asheville, North Carolina.

You will please take notice that the undersigned, George Tingle of Buncombe County, North Carolina does by himself and by and through John H. Giezentanner his Attorney pursuant to the pertinent sections of the City of Asheville, North Carolina, hereby claims and demands damages of the City of Asheville as the result of property damages sustained by his 1950 automobile on the 5th day of September, 1953 on a public street in the City of Asheville as follows:

Claimant was proceeding West on Chestnut Street, City of Asheville approaching the intersection of said Chestnut Street with Merrimon Avenue; that at said intersection the traffic signal device was green, indicating that said Complainant had the right of way to proceed across said intersection; that at said time both North and South bound traffic traveling on Merrimon Avenue were stopped and waiting for said traffic signal device to permit them to proceed; that Complainant proceeded across said intersection and was almost across when a Police Cruiser driven by one C. F. Welbern bearing license plates N. C. P-28848, disregarded said traffic signal device, ran through the red light and crashed into the right rear portion of the 1950 Pontiac Sedan which was owned and operated by said plaintiff at said time.

The negligent actions of the said C. F. Welbern in failing to abide by the traffic devices at said intersection caused the above described accident, and as a consequence of the negligence of the said Police Officer said City acting through its agents has greatly damaged the undersigned Complainant's automobile in the sum of $500.00.

The undersigned Complainant, therefore, respectfully submits his claim for said amount through his counsel and himself, respectfully requesting payment of same.

George Tingle
Complainant
John H. Giezentanner
Attorney for Plaintiff

[illegible]

City Manager Weir reported to the Council that two bids were submitted for the fabrication and delivery of cast iron water pipe, fittings and valves for Booster Pump Station at the new dam and reservoir of the City's North Fork Project as follows:

Grinnell Company, Inc. - amount of bid $11,500.00
Contract completion date 45 to 75 days after receipt of order and approval of materials

Crane Company - amount of bid $8,188.88. Contract completion date 180 days for certain essential valves, 30 days for certain other valves, and 75 days for pipe and fittings

Whereupon, Councilman Morgan introduced a resolution rejecting all bids for pipe fittings and valves in connection with dam and reservoir, North Fork Project, and authorizing City Manager to readvertise for same, which resolution was, upon motion of Councilman Morgan, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 192.

. . . .

Councilman Mulvaney introduced a resolution authorizing agreement between James E. Ashe, certified public accountant, and City of Asheville, which was, upon motion of Councilman Mulvaney, seconded by Councilman Sumner, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 193.

AGREEMENT, made this 6th day of October, 1953, in accordance with the requirements of the Public Laws of North Carolina, between JAMES E. ASHE of Asheville, North Carolina hereinafter known as the Party of the First Part, and CITY COUNCIL of City of Asheville, North Carolina, hereinafter known as the Party of the Second Part.

1. IT IS AGREED that the Party of the First Part shall conduct an audit of the accounts and records pertaining to the following funds and/or divisions of the Party of the Second Part:

Funds as maintained, particularly operating and maintenance, revolving and capital funds.

for the period beginning July 1, 1953, and ending June 30, 1954, in accordance with the Standard Program of Audit Procedure attached hereto and made a part of this contract. (Authority for elimination or variations from the Standard Program of Audit Procedure must be obtained by the Governmental Unit from the Director of Local Government, in writing, before a contract is executed, and such eliminations, when approved by the Director of Local Government, must be stated hereunder with reference to the paragraph number designated in said Standard Program of Audit Procedure.)

2. Party of the First Part agrees that the services he has contracted to perform under this contract shall be rendered by or under the personal supervision of competent accountants who will faithfully perform their work with care and diligence and report all irregularities, omissions and discrepancies in the accounts of the Party of the Second Part.

3. It is understood and agreed that should unusual conditions arise whereby the services of the Party of the First Part are necessary beyond the extent of the work contemplated and required under the Standard Program of Audit Procedure, such unusual conditions shall be referred to the Party of the Second Part who shall instruct said Party of the First Part concerning such additional services, which shall be subject to the approval of the Director of Local Government.

4. The audit shall be started as soon after this contract is executed and approved as is agreeable to the Parties hereto and shall be completed and a written report thereon rendered within a reasonable time after the close of the fiscal period covered by this contract. One copy of said report shall be filed with the Director of Local Government.

5. In consideration of the faithful performance of the conditions covenants and undertakings herein set forth, the Party of the Second Part agrees to pay to the Party of the First Part upon approval by the Director of Local Government a fee of TWO THOUSAND SIX HUNDRED ($2,600.00) DOLLARS.

James E. Ashe, Certified Public Accountant
Party of the First Part

By S/ James E. Ashe

CITY OF ASHEVILLE

By S/ Welion Weir
City Manager

Provision for the payment of the moneys to fall due under this agreement has been made by appropriation duly made or by bonds or notes duly authorized as required by the "County Fiscal Control Act, as amended".

S/ Mary Eudy
County or Municipal Accountant
of Asheville, North Carolina

[illegible] FRANKLIN
[illegible] Drive)

Councilman Peterson introduced a resolution authorizing Mayor to enter into lease with Charles D. Franklin for certain property on Riverside Drive, which was, upon motion of Councilman Peterson, seconded by Councilman Sumner, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 194

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 8 day of October, 1953, by and between the CITY OF ASHEVILLE, party of the first part, hereinafter called LESSOR, and CHARLES D. FRANKLIN, party of the second part, hereinafter called LESSEE;

WITNESSETH:

That the Lessor does hereby lease to the Lessee, and the Lessee hereby accepts from the Lessor,

the following described property:

Lying and being in the City of Asheville, County of Buncombe, State of North Carolina, and more particularly described as follows: BEGINNING at a stake in the western margin of Riverside Drive, and in the northern margin of an open ditch (formerly 8 feet wide), and being the southeast corner of that property described in a lease from the party of the first part to the party of the second part dated 11-1-51, which said beginning stake is located by measuring from an iron pin in the western margin of said Riverside Drive, the southeast corner of Lot 1 of Block 1, as shown on plat 2 of the William Johnson Estate, recorded in plat book 8 page 26 in the office of the Register of Deeds for Buncombe County, North Carolina, said Lot 1 of Block 1 of said private plat being the same lot designated as Lot 28, Sheet 7, Ward 3 of the Buncombe County tax maps, and runs thence with said western margin of said Riverside Drive the following courses and distances: South 20 deg. East 523 feet to a stake; thence South 15 deg. 50' East 462.1 feet to said beginning stake; thence runs from said beginning stake with said western margin of said Riverside Drive South 15 deg. 50' East 88.9 feet to a stake, the northeast corner of that property described in a lease from the party of the first part to Jus Johnson and J. H. Fritschy, D/BA Johnson's Auto Salvage dated 6-22-50; thence runs south 66 deg. 42' west 420 feet, more or less, with the northern boundary line of said property leased to said Johnson & Fritschy to a stake in the east bank of the French Broad River; thence runs in a northern direction with the east bank of said French Broad River 94.4 feet, more or less, to a stake in the northern margin of an open ditch (formerly 8 feet wide); thence runs with said northern margin of said open ditch in an eastern direction 425 feet, more or less, to the place of BEGINNING. Being a part of Tract 2 as described in a deed dated October 31, 1924 from the French Broad Power Company to the City of Asheville, and being a part of the property described in a deed dated April 30, 1898 from A. C. Durham to City of Asheville, recorded in the office of the Register of Deeds for Buncombe County, North Carolina in deed book 295 at page 258 and deed book 105 page 388, respectively, and being also a part of lots 5 and 6, Sheet 10 & 11, Ward 3, Buncombe County Tax Maps, and being a part of tracts 1 and 3 as described in a deed dated October 31, 1924 from the French Broad Power Company to the City of Asheville, recorded in the office of the Register of Deeds for Buncombe County, N. C. in book 295 at page 258, and being also a part of lots 7 and 8, Sheet 10, Ward 3, Buncombe County Tax Maps.

This lease is executed upon the following terms and conditions:

1.

This lease shall be for a term of three years, commencing on the 1st day of November, 1953, and ending on the 31st day (inclusive) of October, 1956.

2.

The lessee shall pay the annual rental of $200.00, payable in equal monthly installments of $16.66 on or before the 1st day of each and every month in advance.

3.

This lease shall not be assigned or the leased premises sub-let without the written consent of the lessor.

4.

That the lessee upon the termination of this lease will surrender said premises in as good order and condition as they are in at the beginning of this lease, ordinary wear and tear excepted.

5.

That the lessee will make no unlawful or offensive use of the premises, and shall comply with all lawful ordinances and regulations of the City of Asheville now in force or hereafter adopted which in any manner affect the use of said premises.

6.

If during the term of this lease the leased premises are so damaged by flood, fire or other catastrophe or casualty as to render the same uninhabitable this lease shall terminate.

7.

The lessee shall erect a wooden fence to be set back forty feet from Riverside Drive in such manner that any unsightly objects or material on said premises are concealed from public view.

8.

Party of the second part may at any time during the term of this lease erect upon the demised premises such buildings or other improvements as he may elect, and on or before the termination of this lease remove the same, provided that at the time of such removal all installments of rent have been paid.

9.

Upon agreement of the lessor and lessee a renewal or extension of this lease may be negotiated.

10.

If the lessee shall fail or neglect to make any payment of rent when due, or shall violate any of the provisions of this lease, the lessor without any other notice or demand may terminate this lease and require the lessee to vacate the premises hereby demised, or may enter the premises and expel the lessee therefrom, or the lessor may in lieu of the above or in conjunction therewith pursue any other lawful right or remedy incident to the relief created by this lease.

IN WITNESS WHEREOF, the said Lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the lessee has hereunto set his hand and seal, this the day and year first above written.

ATTEST:

CITY OF ASHEVILLE

Margaret Simmons
City Clerk

By E. W. Eller
Mayor

Charles D. Franklin (Seal)

...PANKS MORSE & CO.

...ENGINES AND ...

City Manager Weir reported to the Council that five bids were submitted for the Diesel Engines and pumps in connection with the new dam and reservoir of the City's North Fork Project as follows:

Fairbanks Morse	$19,454.00	60 days
Tidewater Supply	22,453.00	10 wks
E. F. Craven Company	23,463.00	10-12 wks
Carolina Tractor & Equipment Co.	26,800.00	Dec. 30, 1953
Pump & Lighting Company	27,940.00	60 days

Whereupon, Councilman McRary introduced resolution awarding contract for furnishing Diesel Engines and Pumps in connection with the dam and reservoir, North Fork Project, and authorizing City Manager to execute same, which was, upon motion of Councilman Abernethy, seconded by Councilman McRary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 195.

CITY OF ASHEVILLE, NORTH CAROLINA
WATER DEPARTMENT
CONTRACT
FOR
DIESEL ENGINES AND PUMPS
ROOSTER PUMP STATION AT BURNETT DAM

This Agreement made this 9th day of October, 1953, by and between the City of Asheville, North Carolina, hereinafter called the City, and FAIRBANKS, MORSE & CO., hereinafter called the Contractor,

WITNESSETH, That in consideration of the promise and agreement of the City to pay to the Contractor the aggregate cost of the work at the prices and rates respectively stated in the proposal hereto attached, the Contractor promises and agrees at his own cost and expense to furnish all supervision, materials and labor and to do all the work called for by this agreement in the manner and under the conditions herein specified, in strict accordance with the specifications hereto annexed, necessary to furnish and deliver two diesel engines and pumps. Said specifications, together with the information for bidders and the proposal, shall be considered a part of this contract.

The work to be performed under this contract shall be delivered, upon notice by the City of Asheville, North Carolina not earlier than 45 calendar days after the date of the written notice of award nor later than 60 calendar days after the date of the written notice of award.

The City shall pay the Contractor for the performance of the contract subject to additions and deductions provided therein, in current funds as follows:

On or about the 10th day after delivery of the units, 90 per cent of the contract price shall be paid.

On or about the 10th day after completion of successful tests by the City indicating that the terms of the agreement have been fulfilled and operation is satisfactory, final payment in the amount of the retained 10 per cent shall be made.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and executed this Agreement the day and year first above written.

ATTEST:

CITY OF ASHEVILLE

By _____
City Manager

_____
City Clerk

FAIRBANKS, MORSE & CO.

By _____

...CONSOLIDATION CITY-COUNTY

Councilman Sumner moved that the Mayor and City Manager confer with County officials concerning consolidation of certain governmental functions, which motion was seconded by Councilman Morgan and unanimously adopted, following a discussion of this matter during which the City Manager expressed his views on the subject.

City Manager Weir presented to the Council a statement showing the budget position for the city for the period ending September 30, 1953.

...#363 - AN ORDINANCE ... #322, ...

This being the date set for the public hearing on Ordinance #363, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", Councilman Morgan introduced said Ordinance #363.

Following the public hearing said Ordinance #363 was, upon motion of Councilman Morgan, seconded by Councilman Peterson, unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Peterson voted "aye"
Councilman McRary voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, October 15, 1953 - 4:00 o'clock P. M.

The City Council met in regular session on Thursday, October 15, 1953, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen T. B. Sumner, W. I. Abernethy, M. C. Peterson, J. W. McRary, F. M. Mulvaney, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

A communication was received by the Council from Grace Baptist Church protesting the rezoning of certain lots at the intersection of Haywood and Brevard Roads to Business District, together with petitions from residents on Brevard Road and members of Lodge 665 AM and FM. Also several speakers were heard in opposition to this proposed amendment to the zoning ordinance, including Judge Shelby Horton, the Reverend C. D. Bessinger, Mr. Bill Horton, and others.

Mr. Kester Walton, attorney for E. L. Owen, spoke in favor of the passage of the ordinance.

Mr. Anthony Redmond, Secretary of the Planning and Zoning Commission, explained the position of the Planning and Zoning Commission in recommending that this property be rezoned.

Following the discussion Councilman Abernethy moved that action be deferred on the second passage of Ordinance #363, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'" until the first regular meeting of the Council thirty days from today, to see if something could be worked out acceptable to both parties, which motion was seconded by Councilman McRary and unanimously adopted.

Councilman Abernethy introduced a resolution rejecting bids for construction of booster pump station in connection with dam and reservoir North Fork Project, and authorizing City Manager to readvertise for same, which was, upon motion of Councilman Abernethy, seconded by Councilman McRary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 196.

A communication was received from Mr. Myron C. Peterson submitting his resignation as a member of the City Council to become effective Thursday, October 15th.

October 15, 1953

Mayor Eller and Members of
the City Council,
Asheville, N. C.

As you know, I have bought a home outside of the city limits, and one of the qualifications required by the City Charter of a Councilman is that he be a resident of the city. Therefore, I wish to submit my resignation as a Councilman of the City of Asheville to become effective Thursday, October 15th.

I desire to take this opportunity to express to you and to each individual member of the City Council, with whom I have served for several years, my sincere appreciation for the courtesy and kindness shown me. I count each of you as my personal friend, and wish to compliment each of you for the public services you are rendering to the people of Asheville. I will certainly miss the pleasant associations with the Council, City Manager Weldon Weir, and other City officials, and I leave with the assured knowledge that the city will continue to solve its problems under such capable leadership.

Sincerely yours,

S/ Myron C. Peterson
Myron C. Peterson

Councilman Abernethy moved that Mr. Peterson's resignation be accepted with regret, which motion was seconded by Councilman Mulvaney and unanimously adopted.

ROBERT I. PRESLEY -
ELECTED TO CITY COUNCIL

Councilman Abernethy placed the name of Mr. Robert I. Presley in nomination for the office of City Councilman to fill the unexpired term of Mr. Peterson, which motion was seconded by Councilman Mulvaney. There being no further nominations a vote was taken and Mr. Presley was unanimously elected a member of the City Council. Whereupon the oath of office was administered to Mr. Presley by Mrs. Lillian Ducker, Notary Public.

Mr. Presley expressed his appreciation to the Council for their confidence.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, October 22, 1953 - 4:00 o'clock P. M.

The City Council met in regular session on Thursday, October 22, 1953, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, T. B. Sumner, R. I. Presley, J. W. McRary, C. E. Morgan, W. I. Abernethy, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

A communication was read from the Planning and Zoning Commission recommending that Lot 108, Sheet 15, Ward 6 be rezoned from RA-6 Residential Area to Neighborhood Trading Area.

October 17, 1953

Mr. J. Weldon Weir, City Manager
City of Asheville,
City Building,
Asheville, N. C.

Dear Mr. Weir:

At the October 16, 1953 meeting of the City of Asheville Planning and Zoning Commission the following motion was made, seconded and unanimously passed:

Mr. Glenn R. Sluder through Mr. H. J. Davis, owner, having petitioned that Lot 108, Sheet 15, Ward 6 at the southeast corner of Bent Street and Patton Avenue in West Asheville be given the same classification under the zoning ordinance as lots at the southwest intersection of said streets, the Zoning Commission recommends to the City Council that said Lot 108, Sheet 15, Ward 6 be rezoned from RA-6 Residential Area to Neighborhood Trading Area.

Very truly yours,

S/ Anthony Redmond
Anthony Redmond
Secretary

Councilman Mulvaney moved that the above recommendation of the Planning and Zoning Commission be accepted and that the Corporation Counsel prepare an ordinance complying with said recommendation to be placed before the City Council, and that notice and publication of public hearing be held on same, which motion was seconded by Councilman Morgan and unanimously adopted.

City Manager Weir reported to the Council that one bid was submitted for the fabrication and delivery of cast iron valves for Booster Pump Station in connection with the new dam and reservoir of the City's North Fork Project as follows:

Grinnell Co., Inc.	$8,995.95	45 - 75 days

Whereupon Councilman Morgan introduced a resolution awarding contract for the fabrication and delivery of cast iron valves for Booster Pump Station in connection with the dam and reservoir, North Fork Project, and authorizing City Manager to execute same, which was, upon motion of Councilman Morgan, seconded by Councilman McRary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 197.

CITY OF ASHEVILLE, NORTH CAROLINA
WATER DEPARTMENT
CONTRACT
FOR
CAST IRON VALVES

This Agreement made this 23rd day of Oct., 1953, by and between the City of Asheville, North Carolina, hereinafter called the City, and GRINNELL CO., INC., hereinafter called the Contractor,

WITNESSETH, that in consideration of the promise and agreement of the City to pay to the Contractor the aggregate cost of the work at the prices and rates respectively stated in the proposal hereto attached, the Contractor promises and agrees at his own cost and expense to furnish all supervision, materials and labor and do all the work called for by this agreement in the manner and under the conditions herein specified, in strict accordance with the specifications hereto annexed necessary to furnish and deliver cast iron valves. Said plans and specifications, together with the information for bidders and the proposal, shall be considered a part of this contract.

The equipment to be furnished under this contract shall be delivered not later than seventy-five (75) days after the date of the written notice of the award.

The City shall pay the Contractor for the performance of the contract subject to additions and deductions provided therein, in current funds on or about thirty (30) days after complete delivery of the equipment.

IN WITNESS WHEREOF, the parties hereto set their hands and seals and executed this Agreement the day and year first above written.

ATTEST:

City Clerk

CITY OF ASHEVILLE

By _____
City Manager

GRINNELL CO., INC.

By _____

[illegible] accepted [illegible] bid was submitted for the fabrication and delivery of cast iron [illegible] fittings for Booster Pump Station in connection with the dam and reservoir, North Fork Project, as follows:

[illegible] Foundry Company $6,308.47 8 weeks after receipt of order

Thereupon, Councilman McRary introduced a resolution awarding contract for the fabrication and delivery of cast iron [illegible] fittings for booster pump station in connection with the dam and reservoir, North Fork Project, and authorizing City Manager to execute same, which was, upon motion of Councilman McRary, seconded by Councilman Presley, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 198.

CITY OF ASHEVILLE, NORTH CAROLINA
WATER DEPARTMENT
CONTRACT
FOR
CAST IRON PIPE AND FITTINGS

This Agreement made this 23rd day of Oct., 1953, by and between the City of Asheville, North Carolina, hereinafter called the City, and LYNCHBURG FOUNDRY COMPANY, hereinafter called the Contractor,

WITNESSETH, that in consideration of the promise and agreement of the City to pay to the Contractor the aggregate cost of the work at the prices and rates respectively stated in the proposal hereto attached, the Contractor promises and agrees at his own cost and expense to furnish all supervision, materials and labor and do all the work called for by this agreement in the manner and under the conditions herein specified, in strict accordance with the specifications hereto annexed necessary to furnish and deliver cast iron pipe and fittings. Said plans and specifications, together with the information for bidders and the proposal, shall be considered a part of this contract.

The equipment to be furnished under this contract shall be delivered not later than seventy-five (75) days after the date of the written notice of the award.

The City shall pay the Contractor for the performance of the contract subject to additions and deductions provided therein, in current funds on or about thirty (30) days after complete delivery of the equipment.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals and executed this Agreement the day and year first above written.

ATTEST:

City Clerk

CITY OF ASHEVILLE

By
City Manager

LYNCHBURG FOUNDRY COMPANY

By

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, October 29, 1953 - 4:00 o'clock P. M.

The City Council met in regular session on Thursday, October 29, 1953, at 4:00 o'clock P. M. with Mayor F. W. Eller presiding. Present: Councilmen F. M. Mulvaney, J. W. McRary, T. B. Sumner, Robert D. Presley, W. T. Abernethy, C. E. Morgan, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor F. W. Eller.

The minutes of the previous meeting were read and approved.

[illegible]

A communication was received from the Dads' Club of Lee Edwards High School requesting the concession rights at Memorial Stadium for two additional years.

Councilman Sumner moved that this request be granted, which motion was seconded by Councilman Abernethy and unanimously adopted.

[illegible]

City Manager Weir reported to the Council that four bids were submitted for the construction of Booster Pump Station in connection with the dam and reservoir, North Fork Project, as follows:

H. Southworth Co.	$ 12,175.00	As per specifications
Dillard Construction Co.	12,400.00	Dec. 31, 1953
Robinson Bros.	13,950.00	Dec. 31, 1953
W. G. Hollifield	14,880.00	45 working days

Whereupon, Councilman McRary introduced resolution awarding contract for construction of Booster Pump Station in connection with the dam and reservoir, North Fork Project, and authorizing City Manager to execute same, which was, upon motion of Councilman McRary, seconded by Councilman Presley, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 199.

CITY OF ASHEVILLE, NORTH CAROLINA
WATER DEPARTMENT
CONTRACT
FOR
CONSTRUCTION OF BOOSTER PUMP STATION AT FLETCHER DAM

This Agreement made this 30 day of October, 1953, by and between the City of Asheville, North Carolina, hereinafter called the City, and H. Southworth Co., hereinafter called the Contractor,

WITNESSETH, that in consideration of the promise and agreement of the City to pay to the Contractor the aggregate cost of the work at the prices and rates respectively stated in the proposal hereto attached, the Contractor promises and agrees at his own cost and expense to furnish all supervision, materials and labor and do all the work called for by this agreement in the manner and under the conditions herein specified, in strict accordance with the specifications hereto annexed and the plans herein mentioned necessary to construct a booster pump station building with chlorination equipment rooms, office, etc. and install certain items of equipment and pipe as noted in the specifications, on the site selected by the City. Said plans and specifications, together with the information for bidders and the proposal, shall be considered a part of this contract.

The work to be performed under this contract shall be commenced _____, 1953, and shall be substantially completed not later than December 31, 1953. The rate of progress at which the work is carried on and the time in which the contract is completed are the essence of this agreement.

The City shall pay the Contractor for the performance of the contract subject to additions and deductions provided therein, in current funds as follows:

On or about the 10th day of the month, 90 per cent of the value of the contractor's work, as approved by the Engineer, for labor, materials in final position, overhead and profit for work performed up to the first day of that month, less the aggregate of previous payments advance, but in no case shall the aggregate of advance payments exceed 90 per cent of the lump sum price as listed in the proposal.

Before final payment shall be made the Contractor shall submit evidence satisfactory to the City that all payrolls, materials, bills and other indebtedness connected with the work have been paid. Thirty days thereafter the remaining 10 per cent of the contract price shall be paid.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and executed this Agreement the day and year first above written.

ATTEST:

City Clerk

CITY OF ASHEVILLE

By
City Manager

H. SOUTHWORTH CO.

By

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, November 5, 1953 - 4:00 o'clock P. M.

The City Council met in regular session on Thursday, November 5, 1953, at 4:00 o'clock P. M. with Mayor F. W. Eller presiding. Present: Councilmen C. E. Morgan, W. T. Abernethy, F. M. Mulvaney, J. W. McRary, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor F. W. Eller.

The minutes of the previous meeting were read and approved.

[illegible]

Councilman Morgan introduced a resolution relating to Greater Asheville Council and Consolidation Possibilities of local government functions, which was, upon motion of Councilman Morgan, seconded by Councilman Abernethy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 200.

[illegible]

Councilman Mulvaney introduced a resolution appointing three members of the Zebulon Baird Vance Memorial Commission, which was, upon motion of Councilman Mulvaney, seconded by Councilman McRary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 201.

City Manager Weir presented to the Council a statement showing the budget position for the city for the period ending October 31, 1953.

The City Council and City Manager discussed sewer lines and their maintenance in the Woodfin Sanitary Water and Sewer District and in the Beaverdam Water and Sewer District.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, November 12, 1953 - 4:00 o'clock P. M.

The City Council met in regular session on Thursday, November 12, 1953, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen J. W. McRary, T. B. Sumner, F. M. Mulvaney, W. I. Abernethy, R. I. Presley, C. E. Morgan, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

CIVIL SERVICE BOARD - RULE REGARDING RETIREMENT

A communication was received from the Civil Service Board containing a rule establishing the retirement age of city employees, and requesting the consideration of the Council as provided for in the act establishing the Civil Service Commission of the City of Asheville.

Councilman Abernethy moved that next Thursday, November 19, 1953, be set for a public hearing on said rule, which motion was duly seconded and unanimously adopted.

ASHEVILLE BOARD OF ALCOHOLIC CONTROL - APPOINTMENT OF CHAIRMAN (J. Lloyd Britt)

Councilman Mulvaney introduced a resolution appointing Chairman of the City of Asheville Board of Alcoholic Control, which was, upon motion of Councilman Mulvaney, seconded by Councilman Presley, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 202.

SINKING FUND COMMISSION FOR BUNCOMBE COUNTY - APPOINTMENT OF COMMISSIONER NUMBER TWO (William Redwood)

Councilman Abernethy introduced a resolution appointing William Redwood as Commissioner Number Two of the Sinking Fund Commission for Buncombe County, which was, upon motion of Councilman Abernethy, seconded by Councilman Morgan, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 203.

ASHEVILLE BOARD OF ALCOHOLIC CONTROL - AUDIT REPORT

City Manager Weir presented the audit report of the Asheville Board of Alcoholic Control for the period ending September 30, 1953.

ORDINANCE #364 - AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE"

This being the date set for the public hearing on Ordinance #364, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", and there being no opposition to said ordinance, Councilman McRary introduced said Ordinance #364.

Whereupon, Ordinance #364 was, upon motion of Councilman McRary, seconded by Councilman Sumner, unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Presley voted "aye"
Councilman McRary voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

CLAIM - O. F. YOUNG

Mr. R. R. Williams, attorney for O. F. Young, presented a claim for damages in the amount of $10,000.00.

North Carolina
Buncombe County

In the City of Asheville
Before the Council

O. F. Young,)
..vs..)
The City of Asheville)

TO: THE MAYOR and the COUNCIL of the City of Asheville:

The hereinabove named claimant hereby presents his claim and demand in writing to the said Mayor and Council of the City of Asheville for damages sustained by the claimant, O. F. Young, resulting from the pollution and contamination of Beaverdam Creek in the County of Buncombe, with live sewage and deleterious and poisonous substances on or about September 1, 1953, and at various other times unknown to the claimant during the summer and fall of 1953. The damage to the claimant was the result of the poisoning and contamination of a cabbage crop being raised by the claimant on lands rented by him from R. F. Young, and located on and near the waters of Beaverdam Creek, on the south side of said Beaverdam Creek approximately 500 yards west of Newbridge and about 400 yards below the Thrash Coal Yard, and said pollution and contamination resulted in the entire destruction of said cabbage crop and amounted to the sum of Ten Thousand Dollars ($10,000.00), the said damage being caused both by the creation and maintenance of a nuisance and by negligent operation and maintenance of a sewer line, system, and facilities along and near said creek, and the claimant alleges and demands payment therefor in the amount of Ten Thousand Dollars ($10,000.00).

This the 11th day of November, A. D., 1953.

O. F. Young

By Robert R. Williams, Jr.
R. R. Williams
Attorneys

The Council referred this claim to the Corporation Counsel for investigation.

S.P.C.A. - DOG POUND

Mr. S. Thomas Walton, Jr., president of the North Carolina Chapter of the Society for the Prevention of Cruelty to Animals, advised the Council that the Chapter had decided against the consolidation of the city dog shelter and the Buncombe County dog shelter. The Chapter recommended that either a new shelter be erected at an accessible place in the city or that the old shelter be repaired.

S.P.C.A. - SALE OF CHICKS, DUCKLINGS AND RABBITS, and ARTIFICIAL COLORING OF CHICKS AND DUCKLINGS

The S.P.C.A. also requested the Council to pass an ordinance forbidding the sale of chicks, ducklings and rabbits to persons in lots of less than six, and to forbid the artificial coloring of chicks.

This matter was referred to the City Manager and Corporation Counsel for investigation and report.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, November 19, 1953 - 4:00 o'clock P. M.

The City Council met in regular session on Thursday, November 19, 1953, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen R. I. Presley, J. W. McRary, F. M. Mulvaney, T. B. Sumner, W. I. Abernethy, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

ORDINANCE #363 - AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE"

A communication was received from Mr. Shelby E. Horton, Jr. regarding the offer presented to Mr. Ed Owen for his building at 12 Brevard Road by Grace Baptist Church. A communication was received from the Board of Directors of the West Asheville Business Association expressing the opinion that the best interests of the community would be served by the rezoning of the property lying on the east side of Brevard Road between Haywood Road and Wells Avenue as business property. These communications were received as information by the Council.

Councilman Mulvaney moved that the Planning and Zoning Commission review its original recommendation in this matter, and report its decision to this Council prior to the time Ordinance #363 is placed on its second reading, and further moved that the second reading of said ordinance be deferred until the regular meeting of said Council on December 3, 1953, which motion was seconded by Councilman Abernethy and unanimously adopted.

ORDINANCE #364 - AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE"

Ordinance #364, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", was, upon motion of Councilman McRary, seconded by Councilman Sumner, unanimously passed on its second reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Presley voted "aye"
Councilman McRary voted "aye"
Councilman Sumner voted "aye"
Mayor Eller voted "aye"

CIVIL SERVICE COMMISSION - RULE REGARDING RETIREMENT

This being the date set for the public hearing on the rule submitted by the Civil Service Commission to the City Council establishing the retirement age of city employees, and there being no opposition to said rule, Councilman McRary moved that said rule, known as Rule #29 be approved, which motion was seconded by Councilman Presley and unanimously adopted, which rule is as follows:

RULE #29 - Any member of the Classified Service other than members of the Police and Fire Departments, who has attained the age of 66, and being eligible to retire under Social Security, shall retire at the end of the fiscal year unless the department head requests such person to remain in the service, and notice of this request is to be given in writing at least 30 days prior to the end of the fiscal year, and a copy of such request shall be filed with the Department of Civil Service.

Any member of the Classified Service who has attained the age of 70 years shall be retired forthwith:

Provided, that with the written approval of his department head, and a copy filed with the Department of Civil Service, he may remain in service until the end of the fiscal year following the date on which he attains the age of 70 years;

Provided further, that with the approval of the Civil Service Board at the written request of the department head, filed at least 30 days prior to the end of the fiscal year, any member of the Classified Service who has attained the age of 70 years may be continued in the service for a period of one year following each such request and approval.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, November 26, 1953 - 4:00 o'clock P. M.

Because of the lack of a quorum, no meeting of the Council was held on the above date.

MAYOR

CITY CLERK

Thursday, December 3, 1953 - 4:00 o'clock P. M.

The City Council met in regular session on Thursday, December 3, 1953, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen T. B. Sumner, F. M. Mulvaney, C. E. Morgan, J. W. McRary, W. I. Abernethy, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

A claim for damages for personal injuries to Mrs. Morris Chizik in the amount of $5,000.00 was presented.

TO: THE CITY COUNCIL OF THE CITY OF ASHEVILLE

NOTICE OF CLAIM

MRS. MORRIS CHIZIK, herewith presents her Notice of Claim to the City Council of the City of Asheville, and respectfully says:

1. THAT prior to September 2, 1953, the City of Asheville permitted the PUBLIC SERVICE COMPANY OF NORTH CAROLINA, INC., to dig up the sidewalk on the East side of Haywood Street between Patton Avenue and College Street, near the front of the Edwin Burge Shoe Store, for the purpose of repairing a gas pipe; and after said pipe had been repaired, permitted and allowed the broken pavement to remain in a dangerous condition and to be uneven, and permitted a hole to be in the pavement for a number of days, which constituted a pitfall for pedestrians and negligently failed to put any barrier around said hole or to warn pedestrians thereof, and as a result thereof MRS. MORRIS CHIZIK, the Claimant, on September 2, 1953, while traversing the said sidewalk, stepped in and tripped over said hole, causing her to fall with great force and violence upon the pavement, inflicting severe and painful injuries to her knees, legs and breasts, which injuries incapacitated her for many days in carrying on her normal pursuit, and caused her to incur medical bills, and rendered her extremely nervous and causing her to suffer much pain in body and mind and damaging her in the sum of FIVE THOUSAND ($5,000.00) DOLLARS.

2. THAT by reason of the foregoing facts, your Claimant demands damages in the sum of FIVE THOUSAND ($5,000.00) DOLLARS from the City of Asheville.

WHEREFORE, your Claimant, files this, her demand, in writing within ninety (90) days from the infliction of the injury herein described; that the City of Asheville pay to Claimant the sum of FIVE THOUSAND ($5,000.00) DOLLARS in settlement of said damages.

THIS the 23rd day of November, 1953.

MRS. MORRIS CHIZIK

By J. M. Horner
Attorney

Above claim received
November 23, 1953

Margaret Simmons
City Clerk

The Council referred this claim to the Corporation Counsel for investigation.

ZONING ORDINANCE - A COMMUNICATION
OF PLANNING AND ZONING COMMISSION -
Brevard Road and Wells Avenue

A communication was read from the Planning and Zoning Commission recommending that its previous resolution be rescinded and that no action be taken on the original petition to rezone the property on both sides of Brevard Road from Wells Avenue to the present business district line north thereof.

November 21, 1953

To the Honorable Mayor and
Members of the City Council
City of Asheville
Asheville, North Carolina

Gentlemen:

At a meeting of the City of Asheville Planning and Zoning Commission held on Friday, November 20th, 1953, the following motion was made and passed:

That on the basis of new facts which were not before the Commission when it made its previous recommendation, that the Planning and Zoning Commission recommends that its previous resolution be rescinded and that no action be taken on the original petition to rezone the property on both sides of Brevard Road from Wells Avenue to the present business district line north thereof.

Very truly yours,

S/ Anthony Redmond
Anthony Redmond

Councilman Sumner moved that the Planning and Zoning Commission be requested to furnish the Council in detail as to what new facts it found which caused a change in its original recommendation, and that action be postponed by the Council until this information was secured, which motion was seconded by Councilman Morgan.

Following a discussion by members of the Council and a brief talk by Mr. Shelby F. Horton, Jr. the above motion was defeated by the Council.

ORDINANCE #363 - AN ORDINANCE
AMENDING THE ZONING MAP AND ZONING
ORDINANCE, BEING ORDINANCE #322,
KNOWN AS "AN ORDINANCE PROVIDING
FOR THE ZONING OF THE CITY OF
ASHEVILLE"

Ordinance #363, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", was, upon motion of Councilman Morgan, seconded by Councilman Peterson, defeated on its second reading with the following vote:

Councilman Abernethy voted "No"
Councilman Mulvaney voted "No"
Councilman McRary voted "No"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "No"

ORDINANCE #364 - AN ORDINANCE
AMENDING THE ZONING MAP AND ZONING
ORDINANCE, BEING ORDINANCE #322,
KNOWN AS "AN ORDINANCE PROVIDING
FOR THE ZONING OF THE CITY OF
ASHEVILLE"

Ordinance #364, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322 KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", was, upon motion of Councilman McRary, seconded by Councilman Sumner, unanimously passed on its third and final reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman McRary voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE #364

AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE"

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the zoning map and zoning ordinance, being Ordinance No. 322 known as "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE" be and is hereby amended as follows:

(Lots hereinafter referred to under this section shall mean Lots of Record and be as defined in said Ordinance No. 322, and the designated lot numbers, sheets and wards hereinafter referred to under this section shall refer to the City of Asheville and Buncombe County tax maps.)

That Lot 108, Sheet 15, Ward 6 be rezoned from RA-6 Residential Area to Neighborhood Trading Area

Section 2. That the office of the City Engineer is hereby authorized and directed to make the change as enacted by Section 1 above in said zoning map.

Section 3. That if any section, sub-section, sentence, clause or phrase of this ordinance is for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, sub-section, clause and phrase thereof, irrespective to the fact that any one or more sections, sub-sections, sentences, clauses or phrases be declared invalid.

Section 4. That all ordinances and clauses of ordinances in conflict herewith be and are hereby repealed.

Section 5. That This ordinance shall be in full force and effect fifteen days from date of final passage.

I move the adoption of the foregoing ordinance, this 12 day of November, 1953.

J. W. McRary
COUNCILMAN

SECONDED BY:

T. B. Sumner
COUNCILMAN

Read, approved and adopted, this 3 day of December, 1953, to become effective 18 day of December, 1953.

APPROVED AS TO FORM:

R. W. Wells
CORPORATION COUNSEL

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

[illegible]

Councilman Sumner introduced a resolution authorizing purchase of certain property in Montford Hills near Riverside Drive, which was, upon motion of Councilman Sumner, seconded by Councilman Abernethy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 204.

[illegible]

Councilman Mulvaney introduced a resolution authorizing Mayor to enter into lease with Dr. H. E. Hinman for space in City Building, which was, upon motion of Councilman Mulvaney, seconded by Councilman Morgan, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 205.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 3 day of December, 1953, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and DR. H. E. HINMAN, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Room 410, containing 922.8 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning December 1, 1953 and ending November 30, 1956.

3. The Lessee shall pay the Lessor rent at the rate of One and 50/100 ($1.50) Dollars per square foot per year, payable in equal monthly installments of $115.35 each in advance on the first day of each month beginning on the first day of December, 1953 and continuing for the period of this lease.

4. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

5. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

6. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

7. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, patients, guests, or employees.

8. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

9. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

10. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

11. In event the Lessee shall be recalled to active duty in the armed forces of the United States the Lessee may terminate this lease by giving reasonable notice in writing to the Lessor.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

Attest:

Margaret Simmons
City Clerk

City of Asheville

By E. W. Eller
Mayor

(SEAL)

[illegible]

Councilman Abernethy introduced a resolution authorizing the calling of certain City of Asheville Bonds and authorizing the Sinking Fund Commission for Buncombe County to publish notice in the Bond Buyer of New York, which was, upon motion of Councilman Abernethy, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 206.

[illegible]

Councilman Morgan introduced resolution authorizing Mayor to execute quit-claim deed to Alice Phillips, which was, upon motion of Councilman Morgan, seconded by Councilman Sumner, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 207.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS INDENTURE, made and entered into this the 3 day of December, 1953, by and between CITY OF ASHEVILLE, a municipal corporation, existing under and by virtue of the laws of the State of North Carolina, party of the first part, and Alice Phillips, party of the second part;

WHEREAS, the property hereinafter described was acquired by the Board of Financial Control through liquidation of collateral security owned entirely by Buncombe County; and

WHEREAS, the City of Asheville does not claim any interest in the property and by these presents desires to relinquish, convey and quitclaim any interest which it hasor which it may appear to have because of the failure of the records in the Office of the Register of Deeds for Buncombe County to reveal the true ownership of the property;

WITNESSETH: That, for and in consideration of the premises and the sum of Ten Dollars ($10.00), paid to the party of the first part by the said party of the second part, the receipt of which is hereby acknowledged, the said party of the first part has bargained, sold, conveyed, relinquished and quitclaimed, and by these presents does bargain, sell, convey, relinquish and quitclaim unto the said party of the second part, her heirs and assigns forever, all the right, title and interest of the party of the first part in and to that certain piece, parcel or lot of land, lying and being in Buncombe County, State of North Carolina, and more particularly described as follows:

A certain lot of land situate on the western side of Hiawassee Avenue, Black Mountain Township, Buncombe County, North Carolina, being Lot 5, Block 12 of the property of Methodist Colony Company, a plat of which is duly recorded in the office of the Register of Deeds for Buncombe County, North Carolina, in Plat Book 154, page 193, and being Lot 96, Sheet 9, Black Mountain Township, of the tax maps of Buncombe County.

TO HAVE AND TO HOLD, the above described land and premises, together with all the rights and appurtenances thereunto belonging, or in any wise appertaining, unto the said party of the second part, her heirs and assigns, to her only use and behoof forever.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed, this the day and year first above written.

Attest:

City Clerk

CITY OF ASHEVILLE

By
Mayor

[illegible]

Councilman Abernethy introduced Ordinance #365, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", which was, upon motion of Councilman Abernethy, seconded by Councilman Mulvaney, passed on its first reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman McRary voted "aye"
Councilman Sumner no vote
Councilman Morgan voted "no"
Mayor Eller voted "aye"

[illegible]

City Manager Weir announced that he had tentatively arranged a conference with the County Commissioners to discuss the relationship between the City of Asheville and the Beaverdam Water and Sewer District for 10:00 A. M. on Monday, December 7th in the office of the County Commissioners at the Court House.

[illegible]

City Manager Weir presented the audit report of the City of Asheville for the period ending September 30, 1953.

[illegible]

Mr. Charles G. Tennent, president of the Montford Community Club, thanked the Council on behalf of said club and individually for purchasing 48 lots along the east side of Riverside Drive to be used as a

buffer to protect residents of Montford Hills from the gradual expansion of the city's sanitary fill on the river-level road and the expected development of Riverside Drive, and expressed satisfaction of this evidence of cooperation in behalf of the Montford Hills residents.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, December 10, 1953 - 4:00 o'clock P. M.

The City Council met in regular session on Thursday, December 10, 1953, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen J. W. McRary, W. I. Abernethy, C. E. Morgan, T. B. Sumner, F. M. Mulvaney, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor E. W. Eller.

The minutes of the previous meeting were read and approved.

Mr. Bruce Elmore, attorney for William Murphy, spoke briefly in favor of the passage of Ordinance #365.

After a discussion by the Council Ordinance #365, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'" was, upon motion of Councilman Abernethy, seconded by Councilman Mulvaney, unanimously passed on its second reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman McRary voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

After a brief report by the City Manager and discussion by the Council Councilman Morgan introduced a resolution proposing contract with The Beaverdam Water and Sewer District, which was, upon motion of Councilman Morgan, seconded by Councilman Sumner, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 208.

City Manager presented to the Council a statement showing the budget position of the City for the period ending November 30, 1953.

Mr. G. R. Treadway presented a petition on behalf of residents of Morris Avenue requesting fire hydrants on this street.

City Manager advised that he would prepare an estimate of the cost of installing a 6" water line on this street for each property owner.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, December 17, 1953 - 4:00 o'clock P. M.

The City Council met in regular session on Thursday, December 17, 1953, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, C. E. Morgan, W. I. Abernethy, T. B. Sumner, J. W. McRary, R. I. Presley, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Ordinance #365, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", was, upon motion of Councilman Abernethy, seconded by Councilman Mulvaney, unanimously passed on its third and final reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Presley voted "aye"
Councilman McRary voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 365

AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE"

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the zoning map and zoning ordinance, being Ordinance No. 322 known as "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE" be and is hereby amended as follows:

(Lots hereinafter referred to under this section shall mean Lots of Record and be as defined in said Ordinance No. 322, and the designated lot numbers, sheets and wards hereinafter referred to under this section shall refer to the City of Asheville and Buncombe County Tax Maps.)

That Lots 115 through 139 and Lots 185 through 194, Sheet 9, Ward 5 be rezoned from RA-5 Residential District to Business District.

Section 2. That the office of the City Engineer is hereby authorized and directed to make the change as enacted by Section 1 above in said zoning map.

Section 3. That if any section, sub-section, sentence, clause or phrase of this ordinance is for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, sub-section, clause and phrase thereof, irrespective to the fact that any one or more sections, sub-sections, sentences, clauses or phrases be declared invalid.

Section 4. That all ordinances and clauses of ordinances in conflict herewith be and are hereby repealed.

Section 5. That this ordinance shall be in full force and effect fifteen days from date of final passage.

I move the adoption of the foregoing ordinance, this 3 day of December, 1953.

W. I. Abernethy
COUNCILMAN

SECONDED BY: Frank Mulvaney
COUNCILMAN

Read, approved and adopted, this 17 day of December, 1953, to become effective 1 day of January, 1954.

F. W. Eller
MAYOR

APPROVED AS TO FORM:

Robt. W. Wells
CORPORATION COUNSEL

Margaret Simmons
CITY CLERK

Councilman Mulvaney introduced a resolution authorizing Mayor to enter into leases with Dr. P. H. Hartman, and James T. Burnette for space in City Building, which was, upon motion of Councilman Mulvaney, seconded by Councilman Presley, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 209.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of January, 1954, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and DR. P. H. HARTMAN, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Rooms 606 and 607, containing 893.48 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of two years beginning January 1, 1954 and ending December 31, 1955.

3. The Lessee shall pay the Lessor rent at the rate of One Dollar & 50/100 ($1.50) per square foot per year, payable in equal monthly installments of $111.36 each in advance on the first day of each month beginning on the first day of January, 1954 and continuing for the period of this lease.

4. That the lessor shall erect such partitions for the occupancy of said space that are standard partitions; but that any peculiar equipment such as sinks, drainages or medical equipment installed by any other partitions than standard partitions are to be installed or erected by the lessee herein named.

5. That the premises or any part thereof shall not be sub-let nor this lease assigned without the prior written consent of the lessor.

6. That the lessor shall furnish standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the lessor shall not be liable for any failure thereof unless due to gross negligence.

7. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the lessee the same shall be repaired at the expense of the lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

8. That the lessor shall maintain the said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising from the act or negligence of the lessee, his agents, patients, guests or employees.

9. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the lessee, shall be the property of the lessor and shall remain upon and be surrendered with the premises at the termination of this agreement and lease.

10. In event the lessee shall be recalled to active duty in the armed forces of the United States the lessee may terminate this lease by giving reasonable notice in writing to the lessor.

IN WITNESS WHEREOF, the lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the lessee has hereunto set his hand and seal the day and year first above written.

ATTEST:

CITY OF ASHEVILLE

By_____
Mayor

_____ City Clerk

_____ (SEAL)

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 17 day of December, 1953, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and JAMES T. BURNETTE, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: The entire space in the extreme northern end of the lobby or hallway of the first or main floor of the City Hall Building, Asheville, N. C., consisting of approximately 186 square feet of space behind or north of the existing service counter or partition; together with the right to place stools immediately in front of or south of said service counter, together with the right to place one or more tables for the use of the customers of the lessee in front of or south of said service counter, the number and general location of said tables to be first approved by the City official in charge of managing said City Hall Building; said premises to be used and occupied by the Lessee for the purpose of operating a sandwich shop and the general sale of soft drinks, cigarettes, candies, and other incidentals in connection with the operation of such a sandwich shop.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning the first day of January, 1954 and ending the 31st day of December, 1956.

3. The Lessee shall pay the Lessor rent at the rate of Seven Hundred Twenty and 0/100 ($720.00) Dollars per year, payable in equal monthly installments of $60.00 each in advance on the first day of each month beginning on the 1st day of January, 1954 and continuing for the period of this lease.

4. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

5. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

6. The Lessor shall furnish to the Lessee heat, water and electricity during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence; and the Lessee shall furnish his own janitor service, and agrees to keep said leased premises and the space immediately south of same used by his customers in a clean and sanitary condition.

7. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, customers, guests, or employees.

8. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

9. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture, dish-washing sinks and other equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

10. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

ATTEST:

CITY OF ASHEVILLE

By_____
Mayor

_____ City Clerk

_____ (SEAL)

ADVISORY BOARD - SMOKE ABATEMENT - APPOINTMENT OF TWO MEMBERS (Clyde Bradley and Arnold Vanderhoof)

Councilman McRary introduced a resolution appointing two members of Advisory Board as created under Ordinance #310, which was, upon motion of Councilman McRary, seconded by Councilman Abernethy, unanimously adopted.

A complete copy of said resolution will be found in Resolution Book #3 at page 210.

CONTRACT WATER AND SEWER DISTRICT - APPROVED CONTRACT - PUBLIC HEARING

City Manager Weir reported that the proposed contract with the Beaverdam Water and Sewer District had been presented to the County Commissioners, Trustees of said District, and the date of a public hearing on said contract was set for January 18, 1954 in accordance with law.

WATER RESTRICTIONS - REMOVED

Mr. Weir advised the Council that Dr. Margery J. Lord, City Health Officer, had removed the water restrictions as of noon December 17th.

There being no further business, the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

Thursday, December 24, 1953 - 4:00 o'clock P. M.

Because of the lack of a quorum, no meeting of the City Council was held on the above date.

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

Thursday, December 31, 1953 - 4:00 o'clock P. M.

The City Council met in regular session on Thursday, December 31, 1953, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. I. Abernethy, C. E. Morgan, T. B. Sumner, R. I. Presley, J. W. McRary, F. M. Malvaney, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

WEAVERVILLE - THANKS FOR COOPERATION

A communication was received from the Town of Weaverville expressing appreciation for assistance and cooperation in expansion of water system of Weaverville.

CLAIM - MRS. ANNIE MAE JARVIS

Mr. Don C. Young, attorney for Mrs. Annie Mae Jarvis, presented a claim for damages for personal injuries in the amount of $2,500.00, which was referred to the Corporation Counsel for investigation.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

Asheville, N. C.
December 31, 1953

TO THE HONORABLE MAYOR, CITY MANAGER AND COUNCIL OF THE CITY OF ASHEVILLE:

The undersigned, Mrs. Annie Mae Jarvis, residing in Buncombe County, North Carolina, by and through her attorney, Don C. Young, hereby files claim against the City of Asheville for personal injuries sustained by her at the time, place and manner hereinafter set out, to-wit:

1. Date. Claimant was injured on the 6th day of November, 1953.

2. Place. Claimant was injured on Maple Crescent in the City of Asheville, a street of the City of Asheville, directly opposite from the residence designated as No. 8 Maple Crescent.

3. Manner of injury infliction: Claimant and her daughter went to Maple Crescent on said date in an automobile for the purpose of visiting friends at No. 8 Maple Crescent, the daughter of claimant driving said automobile and claimant riding on the right hand side of the front seat; that they proceeded down Maple Crescent on the north side thereof in a western direction to a point opposite No. 8 Maple Crescent, at which point said car was pulled to the right curb of said street and parked, claimant getting out of said car on the right hand side and proceeded to the home of their friends; that when claimant and her said daughter came back to her said car and claimant opened the right hand door of said car for the purpose of getting therein, she stepped with her right foot at a point near the said curb of said street, and her said right foot immediately penetrated into a hole located about 2 or 2½ inches from said curb, said hole at said time being filled and covered with leaves, which the claimant did not see and could not see because of said leaves; that said hole was 18 to 24 inches deep and 6 to 8 inches in diameter and was made by inserting in said ground a terra cotta pipe, the top of which was flush or practically level with the top of said ground, leaving said hole approximately 6 to 8 inches in diameter exposed and unguarded, and on the date mentioned the same was camouflaged and hidden with the fallen leaves; that the said exposed and dangerous hole as located had been in said condition for a long period of time and was located in said dangerous position at an exact point where anyone getting in or out of an automobile parked at said curb would

naturally and unexpectedly step in and fall; that the said City of Asheville was grossly negligent in permitting such a dangerous and unguarded hole or excavation to be and remain in such condition at said location.

4. Character of Injury: That when the claimant stepped into said hole because of the negligence of the City as aforesaid, her right foot caught therein and held and as a consequence she was thrown to the ground and curb with great force and violence, which resulted in spraining, injuring and damaging the muscles, ligaments and bones of her said right ankle and greatly injuring and damaging her back, from which she has suffered and continues to suffer great physical pain and mental anguish, and that said injuries are both painful and serious.

5. Amount of Damages Claimed: That as a result of the matters and things herein stated the claimant has been damaged in at least the sum of $2500.00, for which this claimant now makes claim for restitution against the City of Asheville.

Respectfully submitted, this the day and year first above written.

MRS. ANNIE MAE JARVIS

By Don C. Young
Attorney

LINDSEY - PAULINE E.

Mr. Sanford W. Brown, attorney for Pauline E. Lindsey, presented a claim for damages for personal injuries in the amount of $7,000.00, which was referred to the Corporation Counsel for investigation.

NORTH CAROLINA
BUNCOMBE COUNTY

NOTICE

To the Honorable Mayor and Council of the City of Asheville, North Carolina.

You will please take notice that the undersigned, Pauline E. Lindsey of 178 Hillside Street, Asheville, Buncombe County, North Carolina, by and through her attorney, Sanford W. Brown, does, pursuant to Section , of the City Charter of the City of Asheville, hereby claims and demands damages of the City of Asheville as a result of personal injuries sustained by her on the 25th day of November, 1953, at about 9:30 A. M. on a public sidewalk in said City, as follows:

From falling heavily and with great force on the hard paved surface of a portion of that public sidewalk located on the South side of Hillside Street about 50-60 feet from the Southeast corner of the intersection of Hillside Street and Merrimon Avenue, and being just opposite the entrance to the Men's Lavatory of an Esso Standard Oil Service Station located on said corner, from which falling the claimant sustained the following stated injuries:

The severe bruising, twisting and spraining of her left ankle; the severe bruising of her entire left arm; the fracturing of bones in her upper left arm, two or three inches below the shoulder joint, the severe bruising, straining, wrenching and spraining of her back at the lower end of the spinal column; and the wrenching, spraining, bruising, and injuring of other parts of her body, all to her great disability, pain and suffering in both mind and body.

The dangerous condition which was the cause of the above described injuries to the claimant resulted from the negligence of the City of Asheville in constructing, or permitting to be constructed, a driveway across the sidewalk at the place where the claimant fell, and permitting it to continue until it had become very defective and in a bad state of disrepair, and until after said driveway had been abandoned, and in permitting said sidewalk and riveway to become marked, mared, misshapen and pocked with crevices, cracks, faults, holes and various types of indentures on the steeply sloping sidewalk in a not readily observable position to pedestrians thereon, and permitting it to remain in said state of dangerous disrepair after the City of Asheville knew, or should have known, of the extremely hazardous and dangerous condition created for pedestrians using said sidewalk, and as a direct and proximate result of said negligence the City of Asheville has greatly damaged the undersigned claimant, temporarily destroyed and permanently reduced her earning capacity, rendered her helpless, maimed and caused and is causing her to incur great expense for medical attention and medicine, and causing great inconvenience, pain and suffering all in the sum of Seven Thousand ($7,000.00) Dollars.

The undersigned claimant, therefore, respectfully presents her claim for said amount through her counsel and respectfully requests payment of same.

s/ Sanford W. Brown
Attorney for claimant

North Carolina
Buncombe County

Pauline E. Lindsey, being first duly sworn, deposes and says:

That she is the claimant in the above Notice and Claim for Personal Injuries; that she has read the same and knows the contents thereof; that the same is true of her own knowledge, except as to those matters and things therein stated on information and belief, and as to those matters and things she believes it to be true.

s/ Pauline E. Lindsey

Sworn to and subscribed before me, this the 31st day of December, 1953.

My commission expires:
September 7, 1955

s/ George A. Cash
Notary Public

BEAVERDAM WATER AND SEWER DISTRICT - CONTRACT WITH CITY

Councilman Sumner introduced a resolution authorizing the execution of a contract by and between the Beaverdam Water and Sewer District and the City of Asheville, which was, upon motion of Councilman Sumner, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 211.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS AGREEMENT, made this 21 day of December, 1953, by and between the BOARD OF COMMISSIONERS OF BUNCOMBE COUNTY, NORTH CAROLINA, as Ex Officio Trustees of THE BEAVERDAM WATER AND SEWER DISTRICT, a municipal corporation of said County, hereinafter called the "DISTRICT", and the CITY OF ASHEVILLE, a municipal corporation of said state, hereinafter called the "CITY";

WITNESSETH:

THAT WHEREAS, an action has been begun in the Superior Court of Buncombe County, North Carolina against the parties hereto in the name of and on behalf of certain residents and property owners of Buncombe County seeking to compel the defendants in that action to abate an alleged nuisance claimed to have resulted from the failure to properly maintain a sewer line constituting an outlet sewer for certain of the lines of the district, a portion of which lines are now the property of the City of Asheville and used by the residents thereof; and

WHEREAS, there is a controversy between the parties hereto as to where the responsibility lies for the maintenance of said outlet sewer line and the respective obligations of the parties hereto with respect thereto; and

WHEREAS, the parties hereto recognize the importance of properly correcting the existing condition which gave rise to said suit, and desire to cooperate in abating the situation as now exists and to determine as promptly as possible the respective liabilities of the parties hereto with respect to abating such condition; and

WHEREAS, the City of Asheville has available to it facilities needed to be used in connection with the abatement of the above situation not available to the district, and can probably perform the necessary acts more economically than the same could be performed by the district; and

WHEREAS, the Superior Court of Buncombe County by a judgment and order entered in the above referred to action on December 19, 1953 has ordered and directed the parties hereto to abate the condition hereinabove referred to which the court in its judgment finds to constitute a nuisance;

NOW, THEREFORE, the parties hereto, in consideration of the premises, and the sum of One Dollar to each in hand paid by the other, the receipt of which is hereby acknowledged, have agreed and do hereby agree each with the other as follows:

1. The City will take steps as promptly as practicable to determine the extent and character of the work which should be performed to abate the nuisance found to exist by the court, and to keep the same abated until the judicial determination of responsibility for the maintenance of said line to be secured as hereinafter provided. Such work will restore said sewer line to a satisfactory condition to carry the load imposed upon it, or if found necessary will provide alternative facilities for that purpose. The City will perform the necessary work and furnish the necessary materials at its initial cost and expense and will endeavor to abate the nuisance found to exist as promptly as possible.

2. For the purpose of enabling the City to carry out the provisions of the next preceding paragraph the District expressly authorizes the City, and its officers and agents, to enter upon said outlet sewer line and the property through which it passes for the purpose of making all necessary engineering surveys and performing any and all necessary work and labor proper and necessary to be done.

3. The parties hereby agree that as promptly as possible they will submit to adjudication by proper judicial tribunal the controversy between them as to their respective obligations with respect to the maintenance of said line, and the allocation of any costs incurred in connection therewith, and when such controversy has been finally adjudicated the sums expended by the City pursuant to the terms of this agreement in restoring said sewer line to proper condition, or providing an alternative line if deemed necessary, will be allocated between the parties in accordance with their financial responsibility for the maintenance of such line as judicially determined; provided, that if a proposed contract between the City and the District heretofore negotiated between the parties hereto is executed and becomes a binding contract between the parties, then the obligation of the City under that contract to maintain the sewer lines of the District shall be construed to be an obligation applying to the line above referred to at this time, and the costs incurred by the City as hereinabove proposed will be borne by the City as an obligation under that contract.

4. It is agreed between the parties hereto that any costs hereinbefore incurred by said District in connection with engineering services dealing with the problem above referred to due Howerton Engineering Company and due T. A. Coxe, Jr., as well as any expense hereinafter incurred by the district in necessary maintenance of said outlet sewer line shall be considered items of cost and expense in connection with this entire situation to be allocated between the parties after the final determination of their respective liabilities with respect to said line.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed in their names by their officers thereunto authorized.

ATTEST:

Margaret Simmons
City Clerk

CITY OF ASHEVILLE

By E. W. Eller
Mayor

THE BEAVERDAM WATER AND SEWER DISTRICT

By Coke Candler
Chairman Board of Commissioners
and Trustee of said District

ATTEST:

Register of Deeds, Ex Officio
Clerk of Board of Commissioners of Buncombe County,
N. C.

By J. C. Vance
Member Board of Commissioners
and Trustee of said District

By George D. Young
Member Board of Commissioners
and Trustee of said District

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, January 7, 1954 - 4:00 o'clock P. M.

The City Council met in regular session on Thursday, January 7, 1954, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, C. E. Morgan, J. W. McRary, W. I. Abernethy, R. I. Presley, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

CLAIM - P. R. COLLINS

Horton and Hyldburg, attorneys for P. R. Collins, presented a claim for personal injuries and property damages in the amount of $15,000.00, which was referred to the Corporation Counsel for investigation.

State of North Carolina
County of Buncombe

NOTICE

To the Honorable Mayor and Council of the City of Asheville, North Carolina:

You will please take notice that the undersigned, P. R. Collins, of Buncombe County, North Carolina, by and through Horton and Hyldburg, his attorneys, pursuant to the applicable sections of the code of the City of Asheville, North Carolina, hereby claims and demands damages of the City of Asheville as the result of property damages and personal injuries sustained by him on the first day of January, 1954, on a public street in said City of Asheville, as follows:

1. Claimant was proceeding in his 1946 Pontiac four door sedan, in a northernly direction on State Street, at approximately 3:00 A.M., on January 1, 1954, approaching the intersection of said State Street with Piercy Street;

2. That at said time the weather conditions in the City of Asheville were good, and that the streets in and around the City of Asheville, and, in particular, in the vicinity of the intersection of State Street and Piercy Street, were clear and dry;

3. That the claimant was proceeding as above stated at a moderate and safe rate of speed and had his vehicle completely under control, when suddenly and without warning the claimant drove upon a sheet of ice covering said intersection; the claimant's vehicle went into a skid and claimant was unable to regain control of his vehicle, and his vehicle forcefully collided with an electric power transmission pole on the south edge of State Street;

4. That as a result, thereof, the undersigned claimant received the following injuries: Claimant's head, face and neck were severely lacerated in many places and it was necessary for the claimant to be removed to a hospital where he was attended by Dr. Ben T. Galloway, Jr., who sewed up these many lacerations, and that claimant is still under the care of said physician; that said lacerations were caused by the claimant's head being thrown through the windshield; these lacerations suffered were extremely deep, narrowly missing main arteries and vains, and that because of said lacerations the claimant will suffer serious and permanent facial disfigurement; that in addition to said lacerations, as above stated, claimant suffered severe bruises at many places over his body and, in particular, in the area of his chest and sides.

5. Claimant sustained property damages resulting from the above incident in that his automobile was practically demolished, that said automobile immediately prior to said incident had a fair market value of $750.00 and that immediately after said incident claimant's automobile had a fair market value of $75.00, whereby claimant suffered property damages to his automobile in the amount of $675.00.

The dangerous condition which was the cause of the above described accident resulted from the negligence of the City of Asheville in that some time prior to 12:00 Noon, on December 31, 1953, a main water line at the intersection of Frances Street and an unnamed street had burst, causing water to bubble up from said street and to follow a down grade course on Frances Street and Piercy Street to the intersection above referred to and that the City of Asheville, through it's duly constituted agents, had been notified on the afternoon of December 31, 1953, of said break in the water line; that when notice of such condition was given to the City of Asheville, the City of Asheville was further notified that said water was covering the street and was freezing, thereby making a dangerous and hazardous condition; and, that, as a consequence of the negligence of the City of Asheville, acting through it's agents, in failing and neglecting to correct such hazardous conditions, or to give warning to motorists of such hazardous conditions, said City of Asheville has greatly damaged the undersigned claimant, caused him to incur expenses for medical attention, great inconvenience, property damage as above set forth, loss of use of his automobile, severe pain and suffering, and permanent personal injury causing permanent facial disfigurement, and thereby has greatly damaged the undersigned claimant in the amount of $15,000.00.

The undersigned claimant, therefore, respectfully presents his claim for said amount, through his counsel, and respectfully requests payment of same.

Horton and Hyldburg
Norton and Hyldburg,
Attorneys for R. P. Collins

BUDGET

City Manager Weir presented to the Council the statement showing the budget position of the city for the period ending December 31, 1953.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, January 14, 1954 - 4:00 o'clock P. M.

The City Council met in regular session on Thursday, January 14, 1954, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. I. Abernethy, C. E. Morgan, R. I. Presley, F. M. Mulvaney, J. W. McRary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

PROJECT - [illegible]
OF APARTMENT [illegible]

The City Manager filed a report by Greer Johnson, Project Engineer, on the repairs which have been made on the Beaverdam Water and Sewer outfall in which the Engineer reports that the nuisance has been abated.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, January 21, 1954 - 4:00 o'clock P. M.

The City Council met in regular session on Thursday, January 21, 1954, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, J. W. McRary, T. B. Sumner, F. M. Mulvaney, W. I. Abernethy, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

BUNCOMBE COUNTY RECEIVING HOME - OPENING

The Council was invited to attend the formal opening of the Buncombe County Receiving Home on Saturday, January 30, 1954.

[illegible] - [illegible]
REQUESTED - GROVE PARK SECTION

Mr. Frank Parker, attorney, presented a petition signed by property owners requesting that the zoning ordinance and zoning map be amended to rezone certain property in the Grove Park section from RA-10 Residential District to RA-8 Residential District.

Councilman Sumner moved that this matter be referred to the Planning and Zoning Commission for report and recommendation, which motion was seconded by Councilman Mulvaney and unanimously adopted.

[illegible] T. L. ASH - [illegible]
S. NORBURN AND WIFE

Councilman Morgan introduced a resolution authorizing the Mayor to execute an amendment to the lease with Charles S. Norburn and wife, Helen J. Norburn for operating off-street parking facilities by City, which was, upon motion of Councilman Morgan, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 212.

THIS AGREEMENT made this the 21 day of January, A. D. 1954, by and between CHARLES S. NORBURN and wife, HELEN J. NORBURN, of the County of Buncombe, State of North Carolina, parties of the first part, hereinafter called Landlords, and CITY OF ASHEVILLE, a municipal corporation of the State of North Carolina, party of the second part, hereinafter called the Tenant:

WITNESSETH: That

WHEREAS, on the 1st day of October, 1950, the parties hereto entered into a certain lease whereby the Landlords leased to the Tenant for a certain number of years, beginning on October 1, 1950, the premises known and described therein and designated as Lots 155, 303½, 152, 151, 153, 154 and 134, Sheet 1, Ward 3 on the city tax maps, and

WHEREAS, said lease was modified and amended by a certain agreement entered into between the parties hereto on the 8th day of February, 1951, and

WHEREAS, it has been contemplated by the parties hereto throughout that the Landlords should receive a monthly rental of forty-five percent (45%) of the gross receipts obtained from the City from the operation of the entire premises above referred to and also referred to in the amendment to the lease dated the 8th day of February, 1951, as a single off-street parking operation, and

WHEREAS the Tenant considered it inadvisable to carry out certain provisions of the lease dated October 1, 1951 and the Landlords are willing not to call upon the City to carry out said agreements at the present time, but may desire to call upon the City to do so at a later date, and

WHEREAS, both parties hereto desire and wish to amend said leases hereinabove referred to in the manner hereafter provided,

NOW, THEREFORE, in consideration of the premises and mutual benefits deriving to both parties from the execution of this agreement and the payment of One Dollar ($1.00) each to the other, the receipt of which is hereby acknowledged, it is mutually agreed as follows:

(1) That the lease agreements of October 1, 1950, and February 8, 1951, shall be and are hereby amended to recite "45%" in lieu of "40%" wherever the figures "40%" shall appear in either of both of said agreements.

(2) That it is agreed that the Landlords may call upon the Tenant at any time during the existence of the leases hereinabove referred to, to carry out those portions of the lease dated October 1, 1950, which have not been hitherto carried out, if the Landlords should at any time desire said provisions carried out, and the Tenant agrees to waive any statute of limitations relative thereto, if there is any such limitation, and if the H. B. Hood lot is no longer used by the Tenant as a parking lot in conjunction with the lots hereinbefore referred to, then the Tenant to restore the Landlords' lot to its original level if the Landlords so desire.

(3) That if the Tenant is not called upon by the Landlords during the life of the lease above referred to, to carry out the remaining portions of the lease hereinbefore referred to, which have not been carried out, then and in that event, the Tenant will at the termination of the lease, grade the lots owned by the Landlords and referred to in said lease, to the original level of such lots, or such level not lower than the original level which the Landlords may desire, if the Landlords should desire any such levelling.

(4) That any and all provisions contained in said agreements hereinbefore referred to which are not in conflict with this agreement, are hereby reaffirmed.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals, and the

party of the second part has hereunto caused this instrument to be executed in its name by its Mayor and attested by its Clerk, and the corporate seal attached, under and by virtue of authority duly granted by resolution adopted by the Council of the City of Asheville, this contract and the resolution authorizing the same having been duly submitted to and approved as to form by the Corporation Counsel, and all matters and things necessary and proper for the said City of Asheville to execute this contract having been duly and properly done, this the day and year first above written.

Charles S. Norburn (SEAL)

Helen J. Norburn (SEAL)
Parties of the First Part

ATTEST:

Margaret Simmons
CITY CLERK

CITY OF ASHEVILLE

By E. W. Eller
Mayor

Councilman McRary introduced a resolution relating to the erection of a television transmission tower on Mount Pisgah, which was, upon motion of Councilman McRary, seconded by Councilman Morgan, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 213.

City Manager Weir reported to the Council on the financial status of the North Fork Dam, including a letter by the engineering firm of Charles T. Main, Inc.

January 20, 1954

MEMORANDUM TO: City Council

Attached please find copy of communication from Mr. R. T. Colburn of the engineering firm of Chas. T. Main, Inc. This communication is self-explanatory as to the financial status of the work at the North Fork Dam.

January 5, 1954

Mr. Weldon Weir, City Manager
City of Asheville
City Hall
Asheville, N. C.

Dear Mr. Weir:

We have made a recap of the financial status of the work on North Fork Dam and Pump House. It appears at this time that the estimated cost of $2,500,000 will be overrun by about $67,600. A summary of the items involved, showing both overrun items and underrun items is attached.

We realize that this is a matter of concern to the City of Asheville, as it is to us, and feel that an explanation of the reasons for this overrun should be given you.

It should be pointed out in the beginning that the estimate of $2,500,000 was made in our report dated February 1949, and no increase has been made in this estimate for the increase in construction costs which have occurred since then. The overrun is actually only 2.7% of this original estimate and the increase in construction cost from February 1949 to the date that bids were received was 15% according to the Engineering News Record Construction Index.

It should also be explained that the contract for the dam was made on a unit price basis, which means that the final total cost is computed by multiplying the unit bid prices by the actual quantities as figured after construction. Variations from the estimated bid quantities either up or down would change the total amount of the contract from that estimated at the time of bidding. This type of contract has a distinct advantage on a job of this kind on which the foundation conditions were not definitely determined as ar as quantities were concerned prior to bidding. It permits the contractor to make a fair bid price based on what he believes a given item will cost and relieves him from the necessity of adding to his bid price an allowance to protect him against possible variations in the quantities given in the tabulation in the bids. With this type of bid the City then pays for the actual quantities of the various elements of construction and does not have to pay the Contractor's hidden contingency allowances.

One of the main reasons for uncertainties in quantities was that exploratory drilling of the foundation had to be delayed until after the contract was let because the City had no funds to carry on this work. Some drilling had been done prior to this, but the location of the dam was moved and most of these holes were therefore of little value. After the contract was let, the following diamond drilling was done:

1. 17 holes at 100 ft. centers along the axis of the main dam.
2. 12 holes in the spillway area.
3. 6 holes along the conduit through the dam.
4. 7 holes on the saddle dam.

After this information was obtained, and also some information as a result of actual excavation, the designs were modified in some places and quantities were more accurately determined.

The borrow pits on which the contractor based his bid were located only by surface exploration. No borings could be taken prior to bidding to determine the depth and quantity of material in these pits. As the work progressed it became evident that these pits did not contain sufficient quantities and new pits which were at some distance further away were opened. The additional length of haul resulted in additional extra cost above the bid unit price. If borings had been taken prior to bidding these additional pits could have been included and the extra haul would have been included in the original bid. Actually the cost to the City would probably have been about the same in either case.

An estimate for an earth dam on a foundation which had not been completely drilled should be considered as having a high degree of uncertainty. We were hopeful up until recently that the estimate could still be met, but it is apparent that this cannot be done. An overrun of 2.7% under these conditions does not seem unreasonable or unusual.

We are sorry to have to bring this matter to your attention, and should be glad to discuss it with you in further detail if you so desire.

Very truly yours,

CHAS. T. MAIN, INC.

By R. T. Colburn

RTC/R
attachments

FINANCIAL STATUS OF WORK
NORTH FORK DAM AND PUMP HOUSE
Summary - Dec. 31, 1953

Item		Cost
1.	Construction Contract	$2,084,800
	Cost to date and Estimated Cost to Complete	1,500
1a.	Seeds and Fertilizer	137,000
2.	Materials Purchased by City	66,000
3.	Preliminary Surveys	42,800
4.	Pipe Line Relocation	57,900
5.	Church and Cemetery Relocation	80,000
6.	Office Engineering	60,000
7.	Field Engineering	41,900
8.	Pump House Contract	4,700
9.	Pump House Equipment purchased by City	
	Estimated Total Cost	$2,576,600
	Estimated Cost 1949	2,500,000
	Overrun	$76,600
	Less interest on investment as of Jan. 1953	- 9,000
	Net Overrun	$67,600

December 31, 1953

BREAKDOWN OF CONSTRUCTION CONTRACT
ITEMS TO SHOW OVERRUN AND UNDERRUN

Item	Overrun	Underrun	Remarks
1.	--	$1,282.50	Final
2.	--	602.00	Final
3.	--	612.49	Estimated
4.	$4,608.98	--	Estimated
5.	--	1,173.28	Final
6.	--	7,341.73	Final
7.	--	--	Lump Sum
8.	--	--	Final
9.	--	--	Final
10.	762.48	--	Final
11.	--	7,500.12	Estimate
12.	57,634.50	--	Estimate
13.	--	--	Deleted
14.	--	--	Deleted
15.	--	--	Final
16.	--	--	Final
17.	--	2,308.50	Final
18.	19,058.00	--	Final
19.	13,886.10	--	Final
20.	2,736.73	--	Final
21.	--	2,334.39	Final
22.	--	676.97	Final
23.	4,382.65	--	Estimate
24.	--	8,136.08	Final
25.	--	--	Lump Sum
26.	906.10	--	Estimate
27.	--	--	Deleted
28.	--	--	Deleted
	+ $103,975.54	- $31,970.06	

Overrun
on Construction Contract = $72,005.48

*****

The net overrun of the cost of the North Fork Dam is estimated at this time at $67,600 or 2.7% of the original estimate.

During the period of construction this Council authorized special construction funds to be invested, and this investment has earned $32,040, which of course will be applied to the overrun. In addition to that the cost of the West Asheville pipe line was under the $250,000 estimate by $3,750.52.

The total of the interest earned and savings on the West Asheville pipe line job amounts to $35,790.52. Applying this total to the estimated overrun on the North Fork dam reduces same to $31,809.48, which in effect reduces the overrun on the water improvements projects to 1.16% of the original estimates.

It will be necessary to provide in future appropriations of the city's water operating budget an amount of $31,809.48 to meet this obligation.

Weldon Weir
City Manager

The City Manager reported that Bee Tree Dam overflowed today for the first time since May, 1953.

Miss Annie Westall, Chairman of the Library Board, invited the Council and city employees to the open house to be held by the library on Monday, January 25th in celebration of the seventy-fifth anniversary of the library.

Mr. Arnold Vanderhoof appeared before the Council to urge that the Council name the new dam on North Fork after Dr. Charles E. Waddell.

The Council took this matter under consideration.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, January 28, 1954 - 4:00 o'clock P. M.

The City Council met in regular session on Thursday, January 28, 1954, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, C. E. Morgan, R. I. Presley, J. W. McRary, T. R. Sumner, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Councilman Morgan introduced a resolution authorizing Mayor to enter into lease with Dr. Don R. Printz for space in city building, which was, upon motion of Councilman Morgan, seconded by Councilman J. W. McRary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 214.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 28th day of January, 1954, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the LESSOR, and DR. DON R. PRINTZ, of Buncombe County, North Carolina, hereinafter called LESSEE;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Rooms 311 and 312, containing 470.5 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning February 1, 1954 and ending January 31, 1957.

3. The Lessee shall pay the Lessor rent at the rate of One Dollar and 50/100 ($1.50) per square foot per year, payable in equal monthly installments of $58.81 each in advance on the first day of each month beginning on the first day of February, 1954 and continuing for the period of this lease.

4. The Lessee shall not sub-let the premises or any part thereof without the prior written consent of the Lessor.

5. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

6. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

7. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease except in case of damage arising by occasion of the negligence of Lessee, his agents, patients, guests, or employees.

8. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to reouild said building on said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

9. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

10. It is expressly understood and agreed that in case the demised premises shall be deserted

or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or exoiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

CITY OF ASHEVILLE

Attest:

By E. W. Eller
Mayor

Margaret Simmons
City Clerk

Councilman Mulvaney introduced a resolution authorizing Mayor to execute quit-claim deed to J. E. Dunn and wife, Marian A. Dunn, which was, upon motion of Councilman Mulvaney, seconded by Councilman Presley, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 215.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS INDENTURE, made and entered into this the 28th day of January, 1954, by and between CITY OF ASHEVILLE, a municipal corporation, existing under and by virtue of the laws of the State of North Carolina, party of the first part, and J. E. DUNN and wife, MARIAN A. DUNN, parties of the second part;

WHEREAS, the property hereinafter described was acquired by the Board of Financial Control through liquidation of collateral security owned entirely by Buncombe County; and

WHEREAS, the City of Asheville does not claim any interest in the property and by these presents desires to relinquish, convey and quitclaim any interest which it has or which it may appear to have because of the failure of the records in the office of the Register of Deeds for Buncombe County to reveal the true ownership of the property;

WITNESSETH: That, for and in consideration of the premises and the sum of Ten Dollars ($10.00), paid by the parties of the second part to the party of the first part, the receipt of which is hereby acknowledged, the said party of the first part has bargained, sold, conveyed, relinquished and quitclaimed, and by these presents does bargain, sell, convey, relinquish and quitclaim unto the said parties of the second part, their heirs and assigns forever, all the right, title and interest of the party of the first part in and to that certain piece, parcel or lot of land, lying and being in Buncombe County, State of North Carolina, and more particularly described as follows:

BEGINNING at a stone or stake on the west side of the Brevard Road; the southeast corner of the property of A. A. Buckner; and runs thence with the meanders of said road four calls as follows: South 4 deg. 24 min. East 300 feet to a stake; thence South 17 deg. 02 min. East 600 feet to a stake; thence South 31 deg. 10 min. east 156 feet to a stake; thence South 25 deg. 56 min. East 112.5 feet to a stake in W. C. Johnson's line; thence leaving the road and with said Johnson's line, South 6 deg. 58 ' West 780 feet to a stake at or near a branch; thence continuing with said Johnson's line South 89 deg. 43 min. West 700 feet to a stake, said Johnson's corner; thence South 0 deg. 33 min. West 946 feet to a stake, John Rumbough's Southeast corner (formerly Moses Cochran's corner); thence South 88 deg. 47 min. West 264 feet to a white oak; thence North 1 deg. 55 min. East 1138 feet to a stake; thence North 85 deg. 55 min. West 473 feet to a stake, F. J. Crook's Southeast corner; thence with Crook's East line, North 0 deg. 20 min. East 521.81 feet to a stake; the Northeast corner of the Mary J. Brunette one acre tract; thence with the northern line of said tract, North 85 deg. 55 min. West 417.45 feet to a stake in C. A. Bishop's line (formerly line of M. H. Ducker); thence with said line North 0 deg. 20 min. East 478.19 feet to a stake 2 poles West of a black gum; thence with A. A. Buckner's line, North 66 deg. 38 min. East 1709 feet to the BEGINNING, containing 61 acres, more or less, and being the property conveyed by William C. C. Vanneman and wife, Ella D. Vanneman, to C. E. Stilwell by deed dated October 31, 1925, and recorded in Deed Book 321, page 79, Buncombe County Records.

TO HAVE AND TO HOLD the above described land and premises, together with all the rights and appurtenances thereunto belonging, or in any wise apoertaining, unto the said parties of the second part, their heirs and assigns, to the only use and behoof of them forever.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed, this the day and year first above written.

ATTEST:

CITY OF ASHEVILLE

Margaret Simmons
City Clerk

By E. W. Eller
Mayor

WORK SESSION - CONFERENCE WITH STATE OFFICIALS

The City Manager advised the Council that administrative officials of city and officials of State Board of Health have set a conference for February 9th at 9:00 A. M. for the purpose of discussing applying fluorides to the City of Asheville water supply and other aspects of the water system.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, February 4, 1954 - 4:00 o'clock P. M.

The City Council met in regular session on Thursday, February 4, 1954, at 4:00 o'clock P. M. with Mayor F. W. Eller presiding. Present: Councilmen C. E. Morgan, R. I. Presley, W. I. Abernethy, T. B. Sumner, J. W. McRary, F. M. Mulvaney, City Manager Weldon Weir, Corporation Counsel R. W. Wells, and Mayor F. W. Eller.

The minutes of the previous meeting were read and approved.

A check was received from the Housing Authority of the City of Asheville in the amount of $6429.85, representing payment in lieu of taxes for the period beginning October 1, 1952 and ending September 30, 1953.

A petition signed by property owners and residents of Sand Hill Road, Shelburne Road, Salola Street and the immediate vicinity was received requesting that the property located at the intersection of said streets be rezoned from Neighborhood Trading Area to Residential District.

Councilman Morgan moved that this matter be referred to the Planning and Zoning Commission for report and recommendation, which motion was seconded by Councilman Mulvaney and unanimously adopted.

ZONING ORDINANCE - RECOMMENDATION OF PLANNING AND ZONING COMMIS-SION (Grove Park section)

A communication was received from the Planning and Zoning Commission recommending the change requested by petitioners in the Grove Park section of certain property from RA-10 Residential District to RA-8 Residential District.

February 3, 1954

Honorable Mayor and Members of the City Council
City of Asheville
Asheville, North Carolina

Gentlemen:

At a special meeting of the City of Asheville Planning and Zoning Commission held on February 3rd to consider the attached petition for rezoning certain property in the Grove Park section, the following action was taken:

> The City of Asheville Planning and Zoning Commission recommend the change, provided that personal notice is given by letter to all parties involved by the proposed change, stating time and date of a public hearing before City Council to be held in connection with the matter.

Yours very truly,

ls

S/ Anthony Redmond
Anthony Redmond
Secretary

Mr. Frank Parker, attorney, spoke briefly in favor of the above change.

Councilman Abernethy moved that the recommendation of the Planning and Zoning Commission be accepted and that the Corporation Counsel prepare an ordinance complying with said recommendation to be placed before the City Council, and that notice and publication of public hearing to be held on same be given, which motion was seconded by Councilman Morgan and unanimously adopted.

CITY MANAGER'S REPORT

City Manager Weir presented the operating statement showing the budget position for the city for the period ending January 31, 1954.

DISCUSSION OF TRAFFIC SURVEY

There was a discussion by the Council on the problem of jaywalking and enforcement of current safety campaign to reduce pedestrian accidents. The City Manager advised that he expected to receive on Saturday a rough draft of the traffic survey made by Wilbur Smith and Associates.

Councilman Morgan moved that the Corporation Counsel be instructed to prepare an amendment to the present traffic ordinance providing for a jaywalking ticket similar to over-time parking tickets, and allowing offenders to pay the ticket by mail or directly to the Police Department, which motion was seconded by Councilman Sumner and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, February 11, 1954 - 4:00 o'clock P. M.

The City Council met in regular session on Thursday, February 11, 1954, at 4:00 o'clock P. M. with Mayor F. W. Eller presiding. Present: Councilmen T. B. Sumner, F. M. Mulvaney, C. E. Morgan, W. I. Abernethy, J. W. McRary, R. I. Presley, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

RESOLUTION - OPTIMIST CLUB

A resolution was received from The Optimist Club of Asheville concerning the current drive on jaywalking.

RESOLUTION - SPCA

A communication was received from Mr. S. Thomas Walton, President of the North Carolina Society for the Prevention of Cruelty to Animals endorsing a proposed ordinance regulating the sale of chicks, ducklings, and rabbits, and requesting the adoption of an ordinance prohibiting the sale of colored chicks.

Mr. Bentley F. Wolford, spokesman for the SPCA, talked briefly in favor of the passage of such ordinances.

After a discussion by the Council Councilman Morgan moved that action on this matter be deferred one week, which motion was seconded by Councilman Sumner and unanimously adopted.

ORDINANCE AMENDING CHAPTER 6, DEPARTMENT OF SAFETY, ARTICLE 5, TRAFFIC AND MOTOR VEHICLES, OF ORDINANCE 298, KNOWN AS THE CODE OF THE CITY OF ASHEVILLE, BY ADDING A NEW SECTION RELATING TO PENALTIES FOR PEDESTRIAN TRAFFIC VIOLATIONS - FIRST READING

Councilman Sumner introduced Ordinance #366, being "AN EMERGENCY ORDINANCE AMENDING CHAPTER 6, DEPARTMENT OF SAFETY, ARTICLE 5, TRAFFIC AND MOTOR VEHICLES, OF ORDINANCE 298, KNOWN AS THE CODE OF THE CITY OF ASHEVILLE, BY ADDING A NEW SECTION RELATING TO PENALTIES FOR PEDESTRIAN TRAFFIC VIOLATIONS", which was, upon motion of Councilman Sumner, seconded by Councilman Abernethy, unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Presley voted "aye"
Councilman McRary voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

Whereupon, Councilman Sumner moved that the Charter requirement that this ordinance be read on three separate days be dispensed with, which motion was seconded by Councilman Presley and unanimously adopted.

SECOND READING

Ordinance No. 366, being "AN EMERGENCY ORDINANCE AMENDING CHAPTER 6, DEPARTMENT OF SAFETY, ARTICLE 5, TRAFFIC AND MOTOR VEHICLES, OF ORDINANCE 298, KNOWN AS THE CODE OF THE CITY OF ASHEVILLE, BY ADDING A NEW SECTION RELATING TO PENALTIES FOR PEDESTRIAN TRAFFIC VIOLATIONS", was, upon motion of Councilman Sumner, seconded by Councilman Abernethy, unanimously passed on its second reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Presley voted "aye"
Councilman McRary voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 366 - AN EMERGENCY ORDINANCE AMENDING CHAPTER 6, DEPARTMENT OF SAFETY, ARTICLE 5, TRAFFIC AND MOTOR VEHICLES, OF ORDINANCE 298, KNOWN AS THE CODE OF THE CITY OF ASHEVILLE, BY ADDING A NEW SECTION RELATING TO PENALTIES FOR PEDESTRIAN TRAFFIC VIOLATIONS - THIRD READING

Ordinance No. 366, being "AN EMERGENCY ORDINANCE AMENDING CHAPTER 6, DEPARTMENT OF SAFETY, ARTICLE 5, TRAFFIC AND MOTOR VEHICLES, OF ORDINANCE 298, KNOWN AS THE CODE OF THE CITY OF ASHEVILLE, BY ADDING A NEW SECTION RELATING TO PENALTIES FOR PEDESTRIAN TRAFFIC VIOLATIONS", was, upon motion of Councilman Sumner, seconded by Councilman Abernethy, unanimously passed on its third and final reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Presley voted "aye"
Councilman McRary voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 366

AN EMERGENCY ORDINANCE AMENDING CHAPTER 6, DEPARTMENT OF SAFETY, ARTICLE 5, TRAFFIC AND MOTOR VEHICLES, OF ORDINANCE 298, KNOWN AS THE CODE OF THE CITY OF ASHEVILLE, BY ADDING A NEW SECTION RELATING TO PENALTIES FOR PEDESTRIAN TRAFFIC VIOLATIONS

WHEREAS, traffic conditions in the City of Asheville have become so congested that public safety requires a greater facility of procedure and a more reasonable penalty for traffic violations;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That Chapter 6, Department of Safety, Article 5, Traffic and Motor Vehicles, of Ordinance

298, known as The Code of the City of Asheville, be and is hereby amended by adding a new section 781½ as follo

Section 781½. It shall be the duty of police officers of the City of Asheville to issue a notice t pedestrian violating sections 715, 737, sub-section (c) of 739, and 740 of said Article 5, and to instruct such pedestrian to report at the Police Department of the City of Asheville in regard to such violation. Each such pedestrian may, within twenty-four hours of the time when such notice was issued, submit to the violation and pa as a penalty for and in full satisfaction of such violation, the sum of One Dollar ($1.00). The failure of s pedestrian to make such payment of said amount, within said twenty-four hours, shall render such pedestrian subj to the penalties provided for in section 781 of said Article 5.

Section 2. That all ordinances and clauses of ordinances in conflict herewith be and are hereby re- pealed.

Section 3. This ordinance being for the immediate preservation of the peace, property, health and/or safety of the city, and being adopted by a two-thirds vote of the Council shall be effective upon its final pas- sage.

I move the adoption of the foregoing ordinance, this 11 day of February, 1954.

T. B. Sumner
COUNCILMAN

SECONDED BY: W. I. Abernethy
COUNCILMAN

Read, approved and adopted, this 11 day of February, 1954, to become effective 11 day of February, 19

E. W. Eller
MAYOR

APPROVED AS TO FORM:

Robt. W. Wells
CORPORATION COUNSEL

Margaret Simmons
CITY CLERK

City Manager Weir presented the Annual Audit of the Asheville Boxing Commission for the period fro January 1, 1953 to December 31, 1953.

City Manager Weir presented the Annual Report of the Chief of the Fire Department of the City of Ash ville for the year ending December 31, 1953.

City Manager Weir advised the Council of the results of the conference held between city officials and officials of the State Board of Health in regard to the city water system, in which it was recommended that the water supply be chlorinated on the city side of Beaucatcher and White Fawn Reservoirs, and that a plan and system be set up for the sterilization of the distribution system, and that the question of applying fluorine t the city water system was not to be considered until the above work is accomplished. Mr. Weir stated that an es mate of the cost of this work would be presented to the Council at an early date.

City Manager Weir advised the Council that the Planning and Zoning Commission recommends a study of the present zoning ordinance for possible revision in view of changing conditions, and was authorized by the Co to begin work on this matter in cooperation with Mr. Anthony Redmond, executive Secretary of the Planning and Zo Commission, and the city engineering department.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Thursday, February 18, 1954 - 4:00 o'clock P. M.

The City Council met in regular session on Thursday, February 18, 1954, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen J. W. McRary, F. M. Mulvaney, T. B. Sumner, C. E. Morgan W. I. Abernethy, R. I. Presley, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

LEASE - DAVIS HEIRS - OFF STREET PARKING

Councilman Abernethy introduced a resolution authorizing Mayor to execute lease with Richard F. Davis and wife, Hannah P. Davis, Emmett J. Davis and wife, Dorothy N. Davis, Annie Davis Jones (widow), Caroline Davis Waller and husband, Frank S. Waller, Nell Davis Anderson and husband, Jo H. Anderson, Mildred Davis Rhoades and husband, Stephen W. Rhoades, for certain property for operating off-street parking facilities by the city, which was, upon motion of Councilman Abernethy, seconded by Councilman Morgan, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 216.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, Made and entered into this the 18 day of February, 1954, by and between RICHARD F. DAVIS and wife, HANNAH P. DAVIS, EMMETT J. DAVIS and wife, DOROTHY N. DAVIS, ANNIE DAVIS JONES (widow), CAROLINE DAVIS WALLER and husband, FRANK S. WALLER, NELL DAVIS ANDERSON and husband, JO H. ANDERSON, MILDRED DAVIS RHOADES and husband, STEPHEN W. RHOADES, hereinafter referred to as "LESSORS", and CITY OF ASHEVILLE, a Municipal Corporation of the State of North Carolina, hereinafter referred to as LESSEE;

W I T N E S S E T H:

That the Lessors, for and in consideration of the rents, covenants and conditions hereinafter mentioned to be kept and performed by the Lessee, do hereby rent, demise and lease unto the said Lessee, the following described premises located in the City of Asheville, Buncombe County, North Carolina, to-wit:

On the East side of Flint Street, and on the South side of Cherry Street, adjoining the lands of Robert R. Porter, Mrs. H. E. Sondley, A. P. Sorrells and others, and bounded and more particularly described as follows: Beginning at a stake at the South East corner of Flint and Cherry Streets; and thence running with the line of Cherry Street North fifty-four (54) degrees East, one hundred and fifty-eight (158) feet to a stake, thence South thirty-one and one-half (31 1/2) degrees East, one hundred and seventy-five feet to a stake, thence South sixty (60) degrees West, one hundred and fifty-six (156) feet to a stake, in the East margin of Flint Street; thence with said street North thirty-one and three-fourth (31 3/4) degrees West one hundred and fifty-nine (159) feet and six (6) inches to the place of Beginning, Containing three-fifths of an acre, be the same more or less. And being the same property described in a deed dated May 14, 1901 from Charles S. Baylis and Fanny McC. Baylis to Charles S. Davis, recorded in the office of the Register of Deeds for Buncombe County in book 119 on page 577 et seq. And being the same lot designated on the City of Asheville tax maps as Lot 129, Sheet 1, Ward 3.

1.

TO HAVE AND TO HOLD the above described premises unto the said Lessee for a term of twenty-five (25) years, beginning March 1, 1954 and extending until the 28th day of February, 1979, unless terminated at an earlier date as hereinafter provided.

2.

The Lessee agrees to pay as rental for the leased premises forty-five (45%) per cent of all gross receipts which the Lessee may receive from the said real estate or from any operation conducted thereon. Payment to be made of such rental by the Lessee to the Lessors on or before the 10th day of each month for forty-five (45%) per cent of gross receipts taken in by the Lessee during the preceding calendar month.

3.

It is understood and agreed between the parties hereto that the Lessee shall operate on the premises hereby leased a public parking lot and shall conduct thereon operations auxiliary to the operation of a public parking lot and that said premises shall be used by the Lessee for no other purpose whatsoever.

4.

The Lessee covenants and agrees as follows:

(a) That it will, at its own expense, level the property above described so that the maximum use of the property may be utilized for the purpose set forth in the preceding paragraph and make all necessary improvements thereon.

(b) That it will apply stone surface to the property hereby leased.

(c) That it will keep all improvements erected or placed on the premises in reasonable repair and that said improvements shall become the property of the Lessors at the termination of this lease.

(d) That it will supervise and operate the property as a public parking lot in a proper and business-like manner, keeping proper records of all receipts from said operation and that it will charge for parking the prevailing prices for parking in lots substantially located as the premises above described.

(e) That the Lessors shall have the right to inspect any records of the Lessee relating to the operation of said parking lot, or any receipts therefrom, and shall have the right to make any other investigation or check of said receipts which may be necessary and proper.

(f) That it will pay all utilities and expenses in connection with the use and operation of said parking lot during the term of this lease.

(g) That upon the completion of all the improvements and prior to beginning the operation of the parking lot above described, the Lessee shall furnish to the Lessors a statement showing the cost to the Lessee of the improvements made to or placed upon the premises.

5.

It is further contracted and agreed between the parties hereto:

That at any time the said Lessors, their heirs and assigns shall have the additional right, in their discretion, in the event they can show a bona fide arrangement to build a substantial structure on the premises, or to sell all or any portion of said premises, to terminate this lease upon paying to the Lessee that proportionate part of any money spent by the Lessee in improving the said premises which the unexpired portion of the lease bears to the total term of the lease; and as an illustration of the meaning of this paragraph, if the Lessors, their heirs and assigns, at the expiration of five years from the date of this lease shall desire to terminate said lease, they shall have the right to do so upon the payment to the Lessee of eighty (80%) per cent of the sum expended by the Lessee in the improvement of said premises.

6.

It is further agreed between the parties hereto that the Lessee may not assign this lease or any portion thereof, or sub-let the premises hereby leased without written consent of the Lessors, their heirs and assigns, except to grant concessions for the conduct of operations which may be auxiliary to the use of the premises for a public parking lot.

7.

It is further agreed between the parties that if the Lessee at any time fails to pay the rental above provided for within thirty days after the same shall become due, or shall fail to keep and perform any of the covenants or agreements which are hereinbefore mentioned to be kept or performed by the said Lessee, then and in either of the events hereinbefore specified the said Lessors, their heirs and assigns may at their option declare this lease cancelled and terminated after giving to the Lessee ten days written notice of their intention so to do. Thereupon the said Lessors, their heirs and assigns, may take possession of the premises without any legal process and the Lessee agrees to surrender the premises to the Lessors, their heirs and assigns, immediately.

8.

The Lessors hereby covenant and agree with the Lessee that subject to the terms and conditions hereinabove set forth, the Lessee shall have and enjoy the premises during the term herein provided for, free from the adverse claims of any and all persons whomsoever.

IN WITNESS WHEREOF, the said Lessors have hereunto set their hands and seals, and the said Lessee has caused this instrument to be executed in its name by its Mayor and attested to by its Clerk and its corporate seal attached, all under and by virtue of the authority duly granted by resolution adopted by the Council of the City of Asheville, this lease and the resolution authorizing same having been duly submitted to and approved as to form by its corporate counsel and all matters and things necessary and proper for the said City of Asheville to execute this contract having been duly and properly done.

This the day and year first above written.

Richard F. Davis (SEAL)
Richard F. Davis

Hannah P. Davis (SEAL)
Hannah P. Davis

Emmett J. Davis (SEAL)
Emmett J. Davis

Dorothy N. Davis (SEAL)
Dorothy N. Davis

Annie Davis Jones (SEAL)
Annie Davis Jones (Widow)

Caroline Davis Waller (SEAL)
Caroline Davis Waller

Frank S. Waller (SEAL)
Frank S. Waller

Nell Davis Anderson (SEAL)
Nell Davis Anderson

Jo H. Anderson (SEAL)
Jo H. Anderson

Mildred Davis Rhoades (SEAL)
Mildred Davis Rhoades

Stephen W. Rhoades (SEAL)
Stephen W. Rhoades

ATTEST:

Margaret Simmons
City Clerk

CITY OF ASHEVILLE

By E. W. Eller
Mayor

Councilman Mulvaney introduced a resolution authorizing Mayor to execute quit-claim deed to M. P. Weatherford and wife, Annie Weatherford, which was, upon motion of Councilman Mulvaney, seconded by Councilman Morgan, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 217.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS INDENTURE, made and entered into this the 18 day of February, 1954, by and between CITY OF ASHEVILLE, a municipal corporation, existing under and by virtue of the laws of the State of North Carolina, party of the first part, and M. P. WEATHERFORD and wife, ANNIE WEATHERFORD, parties of the second part;

WHEREAS, the property hereinafter described was acquired by the Board of Financial Control through liquidation of collateral security owned entirely by Buncombe County; and

WHEREAS, the City of Asheville does not claim any interest in the property and by these presents desires to relinquish, convey and quitclaim any interest which it has or which it may appear to have because of the failure of the records in the office of the Register of Deeds for Buncombe County to reveal the true ownership of the property;

WITNESSETH: That, for and in consideration of the premises and the sum of Ten Dollars ($10.00), paid by the parties of the second part to the party of the first part, the receipt of which is hereby acknowledged, the said party of the first part has bargained, sold, conveyed, relinquished and quitclaimed, and by these presents does bargain, sell, convey, relinquish and quitclaim unto the said parties of the second part, their heirs and assigns forever, all the right, title and interest of the party of the first part in and to that certain piece, parcel or lot of land, lying and being in Buncombe County, State of North Carolina, and more particularly described as follows:

Being lot 73 as appears on a plat of Pineburr Park, as recorded in the office of Register of Deeds for Buncombe County, N. C. in plat book 16 at page 51. Also being the same lot conveyed by J. G. Stikeleather et al to C. M. Blazer and wife Erpha Blazer by deed recorded in deed book 522 at page 19; and also being the same lot conveyed by C. W. Blazer and wife Erpha Blazer to M. P. Weatherford and wife Annie Weatherford by deed registered in deed book 578 at page 258.

TO HAVE AND TO HOLD the above described land and premises, together with all the rights and appurtenances thereunto belonging, or in any wise appertaining, unto the said parties of the second part, their heirs and assigns, to their only use and behoof forever.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed, this

the day and year first above written.

ATTEST:

Margaret Simmons
City Clerk

CITY OF ASHEVILLE

By E. W. Eller
Mayor

Mr. J. A. Patla, attorney for Mary Guard, presented a claim for damages for personal injuries in the amount of $3,000.00, which was referred to the Corporation Counsel for investigation.

STATE OF NORTH CARCLINA
COUNTY OF BUNCOMBE

MARY GUARD

vs.

CITY OF ASHEVILLE

NOTICE OF CLAIM FOR DAMAGES

TO THE HONORABLE MAYOR AND BOARD OF COMMISSIONERS OF THE CITY OF ASHEVILLE:

Mary Guard hereby files her claim and notice of claim against the City of Asheville for injuries sustained by her, and to that end sets forth as follows:

1.

That the date on which the injuries were sustained by her was on Thursday, January 7, 1954, at or about 7:30 o'clock P.M.

2.

That the place of the happening of said injuries was on Pine Street in the City of Asheville, North Carolina.

3.

That the manner in which said injuries were sustained are as follows:

The claimant was walking on Pine Street in the direction of Mountain Street, and while she was walking she stepped into a dent or broken place in the Street, causing her to trip and fall to the ground with considerable force, and as a result she sustained serious injuries, including the fracture of her left shoulder, dislocation of her left elbow, and further severe bruises and laceration of her body, and as a result of theseinjuries she was totally incapacitated and was compelled to receive medical care and attention which she continues to receive at this time; that she was completely incapacitated for several weeks and is still suffering considerable pain as a result thereof; that Pine Street at said time was very dark, there being no street lights thereon; that because of the condition of said Street, the claimant took every precaution possible while walking thereon, but notwithstanding the same, and by reason of the lack of illumination, she was unable to see the dangerous defect which caused her to fall and sustain the injuries herein set forth.

4.

That the injuries sustained by claimant was the result of the negligence of the City of Asheville to keep and maintain the said Pine Street in reasonably good condition, and in failing to eliminate the dangerous holes and breaks in said Street, and in failing to take the necessary steps to prevent pedestrians using said Street from being injured.

5.

That this claimant has been damaged, by virtue of the negligence of the City of Asheville as herein stated, and as a direct cause thereof has sustained injuries and has suffered pain and agony in the sum of Three Thousand ($3,000.00) Dollars.

This the 18th day of February, 1954.

Mary Guard
Mary Guard

There being no further business, the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

Thursday, February 25, 1954 - 4:00 o'clock P. M.

The City Council met in regular session on Thursday, February 25, 1954, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, T. B. Sumner, J. W. McRary, W. I. Abernethy, R. I. Presley, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

MRS. ANNA LOUIS LINN

Mr. Frank Parker, attorney for Mrs. Anna Louis Linn, presented a claim for damages for personal injuries in the amount of $3,026.55, which was referred to the Corporation Counsel for investigation.

NORTH CAROLINA
BUNCOMBE COUNTY

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF ASHEVILLE, NORTH CAROLINA:

The undersigned, MRS. ANNA LOUIS LINN, in accordance with the provisions and requirements of law, hereby gives notice in writing to the Council of the City of Asheville of injuries caused to the undersigned by a certain defect in the public sidewalk of a public street of said City as follows:

1. The date of such injury was December 12, 1953, and the place of happening or infliction of such injury was on the public sidewalk on the east side of Haywood Street in the City of Asheville immediately in front of the premises occupied by Woolworth's Store, and particularly in the easternmost part of said sidewalk at approximately the center of said store building.

2. Said injury was inflicted to the undersigned in the following manner: At approximately 10:45 A.M. on December 12, 1953 the undersigned came out of Woolworth's Store which is located on the east side of Haywood Street in the City of Asheville and started to walk north on the public sidewalk on the east side of Haywood Street immediately in front of Woolworth's Store; that certain servants, agents and employees of the City of Asheville had caused a hole to be dug in said sidewalk immediately in front of Woolworth's Store, said hole being approximately 12 inches wide and 24 inches long and several inches deep; that at said time and place it had been and still was raining and said hole contained slippery mud; that there were no guards of any type to prevent a person walking on said portion of said sidewalk from stepping into the said hole and no notices or other signs of any nature to warn pedestrians of the presence of said hole; that the undersigned, while walking in a careful and prudent manner, stepped into said hole with her right foot and as a result was thrown to the sidewalk; as a result of said fall the undersigned received injuries to her right foot, ankle and leg as hereinafter described.

3. The character of the injuries so inflicted upon the undersigned are as follows: A sprained right ankle, and an avulsion fracture of the os calcis of the right foot causing the undersigned severe pain and discomfort and disabling the undersigned from performing the normal duties of her employment, which has caused the undersigned to incur doctors and other medical expenses and has caused the undersigned to lose wages from employment continuously from the date of said injury to the present time and will continue to cause loss from wages from employment for a considerable period in the future.

4. The amount of damages claimed by the undersigned for said injuries is as follows:

For doctors bill paid to Dr. Henry D. Severn, 283 Biltmore Ave., Asheville, N. C.	$ 57.00
For drugs prescribed by doctor	1.50
For rubber anklet stocking prescribed by doctor	3.25
For taxi fares to and from doctor's office	4.80
For loss of wages at $40.00 per week for a period of 24 weeks	960.00
For pain and suffering caused to the undersigned	2,000.00
Total amount of damages claimed for said injury	$3,026.55

5. That this written notice of injury and claim for damages is herewith given to the Council of the City of Asheville as required by law and particularly as required by Chapter 16 of the Private Laws of North Carolina of the Session of 1923 and as required by Section 150 of the Charter of the City of Asheville.

Respectfully submitted, this the 25th day of February, 1954.

Mrs. Anna Louis Linn
Claimant

North Carolina
Buncombe County

Anna Louis Linn, being first duly sworn says that she is the claimant in the foregoing written notice of injury and claim for damages; that she has read the foregoing written notice, knows the contents thereof and that the same is true of her own knowledge except as to matters therein alleged upon information and belief and as to those matters and things, she believes it to be true.

Mrs. Anna Louis Linn

Subscribed and sworn to before me, this the 25th day of February, 1954.

My commission expires:
June 25, 1955 (SEAL)

Evelyn C. Lance
Notary Public

Mayor Eller announced that this was the date set for the public hearing on the requested change of certain property in the Grove Park section from RA-10 Residential District to RA-8 Residential District.

Mr. J. Y. Jordan, attorney representing some ninety property owners and residents in the Grove Park area, requested that this matter be referred back to the Planning and Zoning Commission due to the fact that his clients had not been heard before the Commission prior to its recommendation.

Mr. Frank Parker, attorney representing the petitioners requesting the change, opposed this request.

After a discussion of this matter by the Council, Councilman Sumner moved that the Council proceed with the public hearing, which motion was seconded by Councilman McRary and unanimously adopted.

Whereupon, Mr. Frank Parker spoke in favor of the proposed rezoning of said property. Other speakers were: Mr. Robert Phillips, Mr. Albert Lathrop, Mr. William Dodge, Mr. Holmes Bryson, and Mr. Charles Britt.

Mr. J. Y. Jordan presented a petition signed by some ninety property owners and residents in the Grove Park area who opposed this amendment to the zoning ordinance, and spoke in opposition to such change. Other speakers were: Mr. James S. Howell and Mr. Harry Blomberg.

At the conclusion of the hearing Councilman Sumner introduced Ordinance #367, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", which was, upon motion of Councilman Sumner, seconded by Councilman McRary, unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Presley voted "aye"
Councilman McRary voted "aye"
Councilman Sumner voted "aye"
Mayor Eller voted "aye"

There being no further business, the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

Thursday, March 4, 1954 - 4:00 O'clock P. M.

The City Council met in regular session Thursday, March 4, 1954 at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. I. Abernathy, F. M. Mulvaney, J. W. McRary, T. B. Sumner, City Manager Weldon Weir and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

[illegible]

Ordinance No. 367, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE, was, upon motion of Councilman Sumner, seconded by Councilman McRary, unanimously passed in its second reading with the following vote:

Councilman Abernathy voted "aye"
Councilman Mulvaney voted "aye"
Mayor Eller voted "aye"
Councilman McRary voted "aye"
Councilman Cumner voted "aye"

[illegible]

Councilman Sumner introduced a resolution electing Wm. F. Wolcott, Jr., Anthony Redmond, James M. Coleman, F. B. Roberts and R. Stanford Webb members of the Planning and Zoning Commission of the City of Asheville, for a term expiring August 14, 1955, which was, upon motion of Councilman Sumner, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 218.

[illegible]

City Manager Weir reported to the Council that administrative officials were progressing with improvements to the Beaverdam Sewer Line and the cost would have to be provided for at the expense of the city.

initial

[illegible]

The City Manager advised that the final report of the Civil Service Board on the Watson-Shipman case had been filed with the City Clerk and was open for inspection. He commended the Board for their good work in this matter.

There being no further business the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

Thursday, March 11, 1954 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, March 11, 1954 at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. I. Abernathy, Frank Mulvaney, R. I. Presley, J. W. McRary, T. B. Sumner, City Manager Weldon Weir and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

[illegible]

Ordinance #367, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", was, upon motion of Councilman Sumner, seconded by Councilman McRary, unanimously passed on its third and final reading with the following vote:

Councilman Abernathy voted "aye" Councilman McRary voted "aye"
Councilman Mulvaney voted "aye" Councilman Sumner voted "aye"
Councilman Presley voted "aye" Mayor Eller voted "aye".

ORDINANCE NO. 367

AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the zoning map and zoning ordinance, being Ordinance No. 322 known as "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE" be and is hereby amended as follows:

(Lots hereinafter referred to under this section shall mean Lots of Record and be as defined in said Ordinance No. 322, and the designated lot numbers, sheets and wards hereinafter referred to under this section shall refer to the City of Asheville and Buncombe County Tax Maps.)

That Lots 8, 9, 10, 11, 11¼, 12, 12¼, 12½, 27, 26, Sheet 3, Ward 9; Lots 8½, 75, 78, 79, 8-3/4, 81, 77, 80, 80¼, 8, 76, 56, 57, 58, 65, 50, 49, 48, 47, 20, 82, 83, 20½, 20¼, western portion of Lot 19 to a depth of 250 feet measured from the eastern margin of Macon Avenue, 9, 9½, 10, 69, Sheet 4, Ward 9; and Lot 5½, Sheet 6, Ward 9, be rezoned from RA-10 Residential District to RA-8 Residential District.

Section 2. That the office of the City Engineer is hereby authorized and directed to make the change as enacted by Section 1 above in said zoning map.

Section 3. That if any section, sub-section, sentence, clause or phrase of this ordiance is for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordiance. The City Council hereby declares that it would have passed this ordinance and each section, sub-section, clause and phrase thereof, irrespective to the fact that any one or more sections, sub-sections, sentences, clauses or phrases be declared invalid.

Section 4. That all ordinances and clauses of ordinances in conflict herewith be and are hereby repealed.

Section 5. That this ordinance shall be in full force and effect fifteen days from date of final passage.

I move the adoption of the foregoing ordinance, this 25 day of February, 1954

T. B. Sumner
COUNCILMAN

SECONDED BY: J. W. McRary
COUNCILMAN

Read, approved and adopted this 11 day of March, 1954

Earl W. Eller
MAYOR

Margaret Simmons
CITY CLERK

APPROVED AS TO FORM:

R. W. Wells
CORPORATION COUNSEL

Councilman Sumner told Mayor Eller he felt the resignation of Dr. Whims as County Health Officer has opened the way for renewed discussion of city-county consolidation of health departments. Mayor Eller stated he had had several conferences with county officials, also the matter had been referred to the Greater Asheville Council and a committee headed by J. L. Widman is now making a study of the proposed consolidation.

City Manager Weir presented the operating budget for the past eight months.

Mr. Weir also presented the audit report of the Asheville Board of Alcoholic Control for the quarter ending December 31, 1953.

PETITION FROM RESIDENTS ON STATE STREET - Unsanitary Sewer Condition presented by Henry Fisher, Atty.

A petition from residents in the State Street-Nebraska Avenue section of West Asheville, asking that the city correct an unsanitary sewer condition was presented by Henry C. Fisher, Attorney. The matter was referred to the City Manager.

ADVERTISEMENT FOR BIDS FOR EASEMENT OF RIGHTS-OF-WAY OVER LOT 35, SHEET 6, WARD 3 - Owned by City

---

Councilman Abernathy introduced a resolution authorizing the City Manager to advertise for bids for easement of rights-of-way over certain property owned by the City of Asheville, which was, upon motion of Councilman Abernathy, seconded by Councilman McRary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at Page 219.

ADVERTISEMENT OF CERTAIN PROPERTY IN MORNINGSIDE BELONGING TO THE CITY TO BE SOLD AT PUBLIC AUCTION -

---

Councilman Mulvaney introduced a resolution authorizing the City Manager to advertise certain property belonging to the City of Asheville to be sold at public auction, which was, upon motion of Councilman Mulvaney, seconded by Councilman Presley, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at Page 220.

The City Manager advised the Council that they were proceeding under Court Order in connection with the Beaverdam Sewer Line and that it would take approximately 40 days to complete the job.

WILBUR SMITH & ASSOCIATES - TRAFFIC SURVEY REPORT

Mr. Wilbur Smith of Wilbur Smith & Associates, made an oral report and filed a written report of traffic survey for City of Asheville. After discussion this matter was referred to the City Manager for study and report.

There being no further business the meeting was upon motion adjourned.

Margaret Simmons
CITY CLERK

E. W. Eller
MAYOR

Thursday, March 18, 1954 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, March 18, 1954 at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. I. Abernathy, Frank Mulvaney, R. I. Presley, J. W. McRary, T. B. Sumner, Clarence Morgan, City Manager Weldon Weir and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

PARKING METER ZONE - RESOLUTION ESTABLISHING - EAST SIDE OF VANCE STREET

Councilman Abernathy introduced resolution establishing parking meter zone on east side of Vance Street, which was, upon motion of Councilman Abernathy, seconded by Councilman Presley, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 221.

PETITION FROM RESIDENTS ON STATE STREET - UNSANITARY SEWER CONDITION.

In connection with the petition from residents on State Street-Nebraska Avenue section of West Asheville, City Manager Weir advised the Council that the Health Department had made a preliminary inspection of the district and found the creek free of sewage and that no breaks were found in the lines, but the creek was full of junk and trash. He also advised that the Health Department is following through by calling on all the residents and advising them of this condition.

City Manager Weir asked the Council to consider the possible change in water rates for industrial use, tending to encourage new industries in this area and increase the sale of city water, and stated that he would make a definite recommendation in the near future.

A report was presented from the Planning and Zoning Commission recommending that no change be made in the zoning ordinance with respect to property on Sand Hill Road, Shelbourne Road and Salola Street, which recommendation was accepted as information.

City Manager Weir advised that the one-way street system recommended by Wilbur Smith & Associates would probably go into effect May 1st at midnight, and also that a conference between city and state officials was being arranged by J. Fleming Snipes, 13th Division Highway Commissioner of Marion.

Councilman Mulvaney led a discussion concerning the advantages and disadvantages of changing the regular meeting time of the Council and it seemed to be the concensus of the Council that no change of the present schedule is warranted at this time.

There being no further business the meeting was upon motion adjourned.

Margaret Simmons
CITY CLERK

E. W. Eller
MAYOR

Thursday, March 25, 1954 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, March 25, 1954 at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. I. Abernathy, Frank Mulvaney, R. I. Presley, J. W. McRary, T. B. Sumner, Clarence Morgan, City Manager Weldon Weir and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Horton & Hyldburg, Attorneys for Samuel Martin, presented a claim for damages in the death of Carol Jean Martin on March 8, 1954 in the amount of $75,000.00, which was referred to the Corporation Counsel for investigation.

Councilman Morgan presented a resolution requesting State Highway Commission to construct new highway for U. S. Highway 70, 19 and 23 extending from present new highway at intersection of Patton Avenue and Clingman Avenue to Beaucatcher Tunnel, which was, upon motion of Councilman Morgan, seconded by Councilman Abernathy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 3 at Page 222.

Councilman McRary presented resolution petitioning State Highway Commission to re-route highways in the City, which was, upon motion of Councilman McRary, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 3 at Page 223.

City Manager Weir reminded the Council of the meeting in Raleigh with the State Highway Commission on March 30, 1954 regarding the construction of new east-west highway,

The City Manager stated that the written report from the Health Department in regard to Sanitary conditions in or near a creek in the State Street - Nebraska Avenue section of West Asheville shows satisfactory progress toward elimination of the complaint.

City Manager Weir presented an estimate for maintaining former improvements made by the City and painting McCormick Field estimated to cost $1800.00. After discussion, Councilman Presley made a motion, seconded by Councilman McRary that the City Manager be authorized to make such expenditure.

There being no further business the meeting was upon motion adjourned.

Margaret Simmons
CITY CLERK

E. W. Eller
MAYOR

Thursday, April 1, 1954 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, April 1, 1954 at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: W. I. Abernathy, R. P. Presley, J. W. McRary, T. B. Sumner, Clarence Morgan, City Manager Weldon Weir and Corporation Counsel R. W. Wells.

Upon motion of Councilman Abernathy, duly seconded and unanimously approved, the reading of minutes of the previous meeting were dispensed with.

Councilman Abernathy presented a resolution authorizing the Mayor to execute lease with Alma S. Wright, (Widow) for certain property on College Street for operating off-street public parking facilities by the City, which was, upon motion of Councilman Abernathy, seconded by C. E. Morgan, unanimously adopted.

Complete copy of resolution will be found in resolution book at page 224.

STATE OF NORTH CARCLINA
COUNTY OF BUNCOMBE

THIS LEASE, made and entered into this 1st day of April, 1954, by and between ALMA S. WRIGHT (WIDOW), hereinafter referred to as Lessor, and CITY OF ASHEVILLE, a Municipal Corporation of the State of North Carolina, hereinafter referred to as Lessee:

W I T N E S S E T H:

That the Lessor, for and in consideration of the rents, covenants and conditions hereinafter mentioned to be kept and performed by the Lessee, does hereby rent, demise and lease unto the said Lessee, the following described premises located in the City of Asheville, Buncombe County, North Carolina, to-wit:

> Being Lot 5 as shown on plat of the Estate of Hon. Z. B. Vance, Asheville, N. C., recorded in Plat Book 8 at page 29 in Office of Register of Deeds for Buncombe County, N. C., reference to which said plat is hereby made for greater certainty of description.
>
> Said Lot 5 being the same property designated as Lots 93 and 93½, Sheet 1, Ward 2 of the City of Asheville and Buncombe County Tax Maps.
>
> Said property is subject to existing rights-of-way for College Street for public street and highway purposes.

1.

TO HAVE AND TO HOLD the above described premises unto said Lessee for a term of twenty-five (25) years, beginning May 1, 1954 and extending until the 30th day of April, 1979, unless terminated at an earlier date as hereinafter provided.

2.

The Lessee agrees to pay as rental for the leased premises forty-five (45%) per cent of all gross receipts which the Lessee may receive from the said real estate or from any operation conducted thereon. Payment to be made of such rental by the Lessee to the Lessor on or before the 10th day of each month for forty-five (45%) per cent of gross receipts taken in by the Lessee during the preceding calendar month.

The Lessee agrees to pay as rental for said leased premises during the time of preparation thereof for a public parking lot and prior to the time said premises actually begin operation as a public parking lot, the flat sum of One Hundred ($100.00) Dollars per month.

3.

It is understood and agreed between the parties hereto that the Lessee shall operate on the premises hereby leased a public parking lot and shall conduct thereon operations auxiliary to the operation

of a public parking lot and that said premises shall be used by the Lessee for no other purpose whatsoever; and in the event said premises shall cease to be used as a public parking lot this lease shall automatically terminate.

4.

The Lessee covenants and agrees as follows:

(a) That it will, at its own expense, raise and demolish, or cause to be raised and demolished all houses, buildings and structures which may be on said premises, and will pay over to the Lessor any profits from the salvaged materials which are in excess of the expenses for so raising and demolishing said houses, buildings or structures.

(b) That it will, at its own expense, level the property above described so that the maximum use of the property may be utilized for the purpose set forth in the preceding paragraph and make all necessary improvements thereon.

(c) That it will apply stone surface to the property hereby leased.

(d) That it will keep all improvements erected or placed on the premises in reasonable repair and that said improvements shall become the property of the Lessor at the termination of this lease.

(e) That it will supervise and operate the property as a public parking lot in a proper and business-like manner, keeping proper records of all receipts from said operation and that it will charge for parking the prevailing prices for parking in lots substantially located as the premises above described.

(f) That the Lessor shall have the right to inspect any records of the Lessee relating to the operation of said parking lot, or any receipts therefrom, and shall have the right to make any other investigation or check of said receipts which may be necessary and proper.

(g) That it will pay all utilities and expenses in connection with the use and operation of said parking lot during the term of this lease.

(h) That upon the completion of all the improvments and prior to beginning the operation of the parking lot above described, the Lessee shall furnish to the Lessor a statement showing the cost to the Lessee of the improvements to be placed upon the premises.

5.

It is further contracted and agreed between the parties hereto:

That at any time the said Lessor, her heirs and assigns shall have the additional right, in her discretion, in the event she can show a bona fide arrangement to build a substantial structure on the premises, or to sell all or any portion of said premises, to terminate this lease upon paying to the Lessee that proportionate part of any money spent by the Lessee in improving the said premises, which the unexpired portion of the lease bears to the total term of the lease; and as an illustration of the meaning of this paragraph, if the Lessor, her heirs and assigns, at the expiration of five years from the date of this lease shall desire to terminate said lease, she shall have the right to do so upon the paymwnt to the Lessee of eighty (80%) per cent of the sum expended by the Lessee in the improvement of said premises.

6.

It is further agreed between the parties hereto that the Lessee May not assign this lease or any portion thereof, or sub-let the premises hereby leased without written consent of the Lessor, her heirs and assigns, except to grant concessions for the conduct of operating which may be aixiliary to the use of the premises for a public parking lot.

7.

It is further agreed between the parties that if the Lessee at any time fails to pay the rental above provided for within thirty days after the same shall become due, or shall fail to keep and perform any of the covenants or agreements which are hereinbefore mentioned to be kept or performed by the said Lessee, then and in either of the events hereinbefore specified the said Lessor, her heirs and assigns may at her option declare this lease cancelled and terminated after giving to the Lessee ten days written notice of their intention so to do. Thereupon the said Lessor, her heirs and assigns, may take possession of the premises without any legal process and the Lessee agrees to surrender the premises to the Lessor, her heirs and assigns, immediately.

8.

The Lessor hereby covenant and agree with the Lessee that subject to the terms and conditions hereinabove set forth, the Lessee shall have and enjoy the premises during the term herein provided for, free from the adverse claims of any and all persons whomsoever.

9.

It is further agreed between the parties that in the event the Lessee, City of Asheville, acquires the right by lease or otherwise to use the lot immediately adjoining the east margin of the premises herein leased, for an additional public parking lot, at a monthly rental to the owner thereof of not to exceed Fifty ($50.00) Dollars, then and in that event the Lessee agrees to operate the premises herein leased and said additional lot in conjunction with each other as one off-street public parking facility and to pay as rental to the Lessor herein Forty-five (45%) per cent of all gross receipts which the Lessee may receive from the operation of said combined public parking facility after the actual monthly rental for said additional lot (not to exceed Fifty ($50.00) Dollars) has first been deducted from and as a prior and preferred charge against the total gross receipts of said combined public parking facility.

IN WITNESS WHEREOF, the said Lessor has hereunto set her hand and seal, and the said Lessee has caused this instrument to be executed in its name by its Mayor and attested to by its Clerk and its corporate seal attached, all under and by virtue of the authority duly granted by resolution adopted by the Council of the City of Asheville, this lease and the resolution authorizing same having been duly submitted to and approved as to form by its corporate counsel and all matters and things necessary and proper for the said City of Asheville to execute this contract having been duly and properly done.

This the day and year first above written.

Alma S. Wright SEAL)

CITY OF ASHEVILLE

BY E. W. Eller
MAYOR

ATTEST:

Margaret Simmons
City Clerk

State of North Carolina
County of Buncombe

I, Lillian Ducker, a Notary Public in and for the State and County aforesaid, hereby certify that ALMA S. WRIGHT, personally appeared before me and acknowledged the due execution by her of the foregoing instrument.

Witness my hand and Notarial Seal, this the 30th day of March, 1954.

Lillian Ducker
Notary Public

My Commission expires:
December 16, 1954

State of North Carolina
County of Buncombe

This the 8 day of April, 1954, personally appeared before me, a Notary Public in and for the County of Buncombe, State of North Carolina, E. W. ELLER, who, being by me duly sworn, says that he is Mayor of the City of Asheville, a municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in the name of said corporation by himself as Mayor, sealed with its corporate seal and attested by its Clerk.

Witness my hand and Notarial Seal this the day and year first above written.

Lillian Ducker
Notary Public

My Commission expires:
December 16, 1954

AMENDED LEASE - [illegible] TO
WEST APPROACH TO SMOKY PARK HIGHWAY BRIDGE - "QUARRY TRACT"

City Manager Weir presented resolution authorizing Mayor to execute amended lease with George B. Coggins for property along West approach to Smoky Park Highway Bridge. After discussion, upon suggestion of the City Manager, it was decided to defer action until the next meeting.

There being no further business the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, April 8, 1954 - 4:00 O'clock P. M.

The City Council met in regular session Thursday, April 8, 1954 at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. I. Abernathy, Frank Milvaney, R. I. Presley, J. W. McRary, T. B. Sumner, Clarence Morgan, City Manager Weldon Weir and Corporation Counsel R. W. Wells.

The minutes of the two previous meetings were read and approved.

AMENDED LEASE - GEO. B. COGGINS
"QUARRY TRACT"

Councilman Sumner presented resolution authorizing the Mayor to execute amended lease to George B. Coggins for property along west approach to Smoke Park Highway Bridge known as the "Quarry Tract", for a term of 25 years, which was, upon motion of Councilman Sumner, seconded by Councilman Presley, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 3 at Page 225.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

LEASE

WHEREAS, the parties hereto on the 8th day of June, 1950, entered into a written lease, which lease provided for the City of Asheville and County of Buncombe, as Lessors, to lease certain property

in the City of Asheville upon terms and conditions therein stated, to GEORGE B. COGGINS, as Lessee, which lease is recorded in the office of the Register of Deeds for Buncombe County, North Carolina in Book 701 at Page 194; and

WHEREAS, it is the intention of the parties to clarify said lease and to amend the same in order that it might cover more fully the agreement between the parties.

NOW, THEREFORE, for and in consideration of the terms and conditions as set forth in said lease dated June 8, 1950 and as hereinafter set forth, the parties hereto do by this instrument ment amend said lease to read as follows:

This Lease, made and entered into this the 8th day of June, 1950 by and between the CITY OF ASHEVILLE, a municipal corporation, and the COUNTY OF BUNCOMBE, a body politic and corporate, as LESSORS, and GEORGE B. COGGINS, AS LESSEE.

W I T N E S S E T H

That the Lessors do hereby lease unto the Lessee, and the Lessee hereby accepts from the Lessors, the following property, lying and being in the City of Asheville, County of Buncombe and State of North Carolina, and more particularly described as follows:

> Being the same property as shown on a plat entitled "Quarry Tract" which plat is recorded in the office of the Register of Deeds for Buncombe County, North Carolina, in Plat Book 14, Page 86, reference to which plat is hereby made for a more particular description of said property; EXCEPTING therefrom all that property described and conveyed including the reservations therein contained in and by those two deeds from the City of Asheville and County of Buncombe respectively to ASHEVILLE COTTON MILLS dated January 7, 1943 and January 6, 1943 respectively, and recorded in the Office of the Register of Deeds for Buncombe County, N. C., in Deed Book 546 at page 570 and 572 respectively, reference to which said deeds is hereby made for a more particular description of said excepted property;
>
> Subject, however, to the public right-of-way of the new Asheville-West Asheville Highway, and subject to the right-of-way of the Southern Railway and subject to existing rights-of-way for public streets, highways and roads, including any private easement therefor, whether or not said streets, highways or roads are open, and subject to the rights-of-way of the Carolina Power & Light Company;

This lease is executed upon the following terms and conditions:

1.

This lease shall be for a terms of twenty-five (25) years commencing on the 1st day of January, 1951, and ending on the 31st day of December, 1975, with the privileges to the Lessee to extend the terms of the same as hereinafter provided.

2.

The Lessee shall pay to the Lessors an annual rental of Twelve Hundred ($1,200.00) Dollars, in advance, on or before the 1st day of January of each year during the term hereof.

3.

At any time on or before the 31st day of December, 1975, while the Lessee is in no wise in default hereunder, the Lessee may extend the term of this lease for an additional period of twenty-five (25) years from and after the 31st day of December, 1975, by written notice delivered or mailed by registered mail to the Lessors, provided the lease or the renewal thereof is then in effect and the Lessee is in no wise in default thereunder.

4.

Upon the termination of this lease by expiration or for any other cause, the Lessee, for a period of six months from and after such termination, shall have the right at his own expense to remove any and all machinery, equipment and other personal property of every nature which he may have placed upon the premises dueing the term of this lease.

5.

At all times while there is no default in the performance of the provisions of this lease by the Lessee, the Lessee and his assigns shall have the right to grade and remove dirt and rock from the premises hereby leased, to install thereon railway sidings, driveways, power lines, telephone poles, water and sewer lines, drainage ditches, and otherwise use and improve the same in any manner as he may desire; provided, however, that the Lessee may not operate said premises or any part thereof as a quarry, and will not conduct or permit any blasting upon said premises except as may be necessary in the performance and completion of the Lessee's grading work and improvements upon said premises, which shall be done in a safe and proper manner in such wise as will not endanger existing structures adjacent to or near said premises, and shall, if the Lessors so desire and arrange, be done under the supervision of the Engineering Department of the North Carolina Highway and Public Works Commission. The Lessee hereby agrees to indemnify and save the Lessors harmless from all claims of actions for damage to person or property on account of any such blasting operations which may be conducted by or under the direction of the Lessee. It being the intention of the parties hereto that the Lessee shall have the full right to change the character of the use of the leased premises and to remove therefrom any improvements and to reconstruct thereon any improvements.

6.

If the Lessee should fail or neglect to make any payment of rent due, or should otherwise violate the privisions of this lease, the Lessors may notify the Lessee in writing of such default delivered or mailed by registered mail to the last known address of the Lessee, and if such default is not corrected and made good within sixty days from the receipt of the Lessee of such notice, or from the date of its mailing in the event it is not personally delivered, the Lessors may thereupon and without further notice terminate this lease, and may re-enter the premises and expel the Lessee therefrom. Provided, however, that upon written notice to the Lessors that any part of the leasehold estate has been mortgaged or otherwise conveyed as security for a loan or loans that then in that event the Lessors agree that the same notice that is herein set forth shall be given to the mortgagee or the

cestui qui trust and the mortgagee or cestui qui trust shall have the same rights as the Lessee hereunder to cure any defaults under the terms of this lease.

7.

The Lessors do hereby covenant and agree with the Lessee that, subject to the terms and conditions hereinabove set forth, the Lessee shall have and enjoy said premises during the term herein provided and during the term of the extension hereof, free from the adverse claims of any and all persons whomsoever, except in respect to such taxes as may be lawfully levied during the term hereof against or on account of any physical improvements erected by the Lessee upon the lands hereby leased, which taxes the Lessee agrees promptly to pay or cause to be paid. The Lessee shall have the right to assign, sublet or mortgage his leasehold interest hereunder or any part thereof; and the Lessors hereby agree to recognize the rights of such assignees, sublessees or mortgagees, provided due notice in writing is given to Lessors for such assignment, sublease or mortgage. Such recognition however shall at no time and in no manner require the assumption by such ascignee, sublessee or mortgagee of the liabilities of the Lessee hereunder.

8.

In the event of a partial or complete taking of the property herein leased or any part thereof in condemnation proceedings or by any action of the State or Governmental authority or public utility the value of the leashold estate shall be paid to the Lessee or his assignees and the Lessee reserves the right in such event to have the award or compensation first applied to the cost of restoring the improvements to any structure affected thereby, except this Paragraph 8 shall not apply to the public right-of-way taken for the Asheville-West Asheville Highway (also known as "new" Patton Avenue) just recently constructed.

9.

In the event of any dispute or controversy concerning any term or provision of this lease, the Lessors and the Lessee do hereby state and represent that it is their mutual wish and desire that such dispute or controversy should be adjusted and settled by arbitration under the procedure and machinery as provided by the General Statutes of North Carolina.

10.

This lease shall enure to the benefit of and be binding upon the parties hereto, their successors, heirs, executors, administrators, sublessees and assigns.

IN WITNESS WHEREOF, the City of Asheville has caused these presents to be executed by E. W. ELLER, its Mayor, attested by Margaret Simmons, its Clerk, and its Corporate Seal to be hereunto affixed, all by authority duly given, and the County of Buncombe has caused these presents to be executed by Coke Candler, Chairman of its Board of Commissioners, attested by George A. Digges, Jr., its ex-officio Clerk, and the Seal of said County to be hereunto affixed, all by authority duly given, and George B. Coggins has hereunto set his hand and seal, this the day and year first above written.

CITY OF ASHEVILLE

ATTEST:

BY E. W. ELLER
MAYOR

Margaret Simmons
CLERK

COUNTY OF BUNCOMBE

ATTEST:

By
Chairman, Board of Commissioners

Register of Deeds and Ex-
officio Clerk

(SEAL)
George B. Coggins

NORTH CAROLINA
BUNCOMBE COUNTY

This the day of April, 1954, personally appeared before me, a Notary Public in and for the County and State aforesaid, MARGARET SIMMONS, who, being by me duly sworn, says that she knows the Seal of the City of Asheville, North Carolina, and is acquainted with Earl Eller, Mayor of said City, and that she, the said Margaret Simmons, is the Clerk of the City of Asheville, a municipal corporation, and saw the said Earl Eller sign the foregoing instrument, and that she, the said Margaret Simmons, affied said Seal to said instrument and signed her name in attestation of said instrument in the presence of said Earl Eller.

WITNESS my hand and Notarial Seal, this the day and year last above written.

My Commission Expires:

NOTARY PUBLIC

NORTH CAROLINA
BUNCOMBE COUNTY

I, , A Notary Public in and for the aforesaid County and State, DO HEREBY CERTIFY that George A Digges, Jr. personally appeared before me this day, who, being by me duly sworn, says that he knows the Seal of the County of Buncombe and is acquainted with Coke Candler, who is Chairman of the Board of Commissioners of said County; that he, the said George A. Digges, Jr.

is the Register of Deeds of Buncombe County and is Ex-officio Clerk of the Board of Commissioners of said County, a body politic and corporate, and said said Coke Candler sign the foregoing instrument; that he, the said George A. Digges, Jr., affixed the common seal of said County to said instrument and that he, the said George A. Digges, Jr. signed his name in attestation of the execution of said instrument in the presence of said Coke Candler.

WITNESS my hand and Notarial Seal, this the____day of_____, 1954.

_____
Notary Public

My Commission expires:

_____

NORTH CAROLINA
BUNCOMBE COUNTY

I, , a Notary Public of said County and State, do hereby certify that GEORGE B. COGGINS personally appeared before me this day and acknowledged the due execution by him of the foregoing instrument.

WITNESS my hand and Notarial Seal, this____day of_____, 1954.

_____
Notary Public

My Commission expires:

_____

At the request of the City Manager, City Engineer John C. Walker reported to the Council that he had been in several conferences with State Highway and U. S. Bureau of Public Roads officials and that there was discussion as to the width and the contemplated use of the cross-town highway extending from the intersection of Clingman and Patton Avenues to Beaucatcher Tunnel, and that he understood an actual survey would begin immediately and would probably be concerned with determining the better of two general routes.

There being no further business the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Margaret Timmons
CITY CLERK

Thursday, April 15, 1954 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, April 15, 1954 at 4:00 o'clock P.M. with Mayor E. W. Eller presiding. Present: Councilmen Frank Mulvaney, R. I. Presley, J. W. McRary, T. B. Sumner, Clarence Morgan, City Manager Weldon Weir and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Councilman McRary presented resolution approving amendment to Rules & Regulations, Ordinance #310, for the operation of the Smoke Abatement Program in connection with natural gas now available to the City, which was, upon motion of Councilman McRary, seconded by Councilman Morgan, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 3 at Page 226.

Rules and Regulations for Gas Fired Units amending the Rules and Regulations for the installation and operation of fuel burning equipment as heretofore established under City of Asheville Ordinance #310.

SECTION IX
Gas Fired Equipment
General

1. All gas fired equipment controlled by the following sections shall be listed and approved by the American Gas Association laboratories, National Board of Fire Underwriters, or a similar qualified impartial testing laboratory. This approval shall be for safety, combustion, and rating and shall carry the Seal of Approval of a nationally recognized testing agency.

II. An installation Permit shall be required on all gas fired units which are connected to a chimney, flue, or vent. (Exception - Domestic hot water heaters, space heaters, or portable units).

III. Fee for Installation Permit--

Up to 400,000 BTU/HR input ------- $2.00
Over 400,000 BTU/HR input ------- $5.00

IV. A packaged unit is a gas fired unit (furnace or boiler) designed and manufactured by one company which, in the smaller sizes, come from the manufacturer completely assembled. The unit shall have one model number for both the burner and the furnace or boiler. In the larger sizes the package unit, while not shipped completely assembled, shall meet the requirements of complete appliance approval when tested as an assembled unit. These units are designed for gas firing only.

V. All other gas fired equipment shall be defined as conversion units.

VI. Selection of Boiler - Furnace or Burner

The heat loss of the space to be heated shall be determined by a heat loss survey following the method adopted by American Society of Heating and Ventilating Engineers (outlined in their current guide* or other recognized heating authorities. In Selecting the proper size unit, proper allowance shall be made for pick-up and heat losses from piping and duct work. The manufacturer's recommendations and/or A.G.A. standards shall be followed in sizing the unit.

VII. Plans and Specifications.

See Section I, Paragraph III of Rules and Regulations

VIII. Reference

Sections X through XIX up to 400,000 BTU/HR
Sections XX through XXIV over 400,000 BTU/HR

SECTION X

Gas Fired Units Under 400,000 BTU/HR

I. Whenever reference is made in the following paragraphs to American Gas Association recommended installation practices it will be understood that reference is made specifically to American Standard Requirements for Installation of Domestic Gas Conversion Burners by American Gas Association and approved by American Standards Association, Inc. September 21, 1948. This manual is further identified as ASA, Z21.8-1948, and Z21-13-1951.

II. Package Units

A. A packaged unit will be accepted in its entirety by this office upon filing of complete drawing and specifications describing the unit.

B. Furnace and Boiler Clearance--

Clearances around furnace or boiler of gas fired equipment shall be the same as that required in other sections of these Rules and Regulations except that such equipment designed for maintenance on only one or two sides may receive consideration for installation in special cases. This refers specifically to gas fired package units.

SECTION XI

Conversion Burners

This section shall be applicable to conversion burners in any type of heating or processing equipment and burners installed in heating and processing equipment designed specifically for gas firing.

I. Cleaning the Existing Heating Appliance.

A. The Ash Pit, flue passages and cumbustion chamber of the furnace or boiler shall be thoroughly cleaned before installation of a conversion burner.

II. Reconditioning of Existing Heating Appliances

A. It is recommended that auxiliary water heating coils be removed.

B. Cracked heating surfaces above the grate level shall be replaced. Cracks or fractures in other materials shall be repaired or the parts replaced.

C. All joints between sections shall be properly cemented and the ash pit tightly grouted to the floor.

D. Warped doors or door frames, or any defects which would permit products of combustion to enter the building shall be repaired or replaced.

E. Boilers shall not leak water or steam.

F. Firing door catches shall be filed or otherwise arranged so that the firing door will open easily to relieve pressure. Positive latches shall be removed and replaced with an arrangement which will hold the door tightly against the frame and still permit it to open and relieve an excessive pressure which may occur in the combustion chamber.

G. Where the burner is installed at approximately grate level and the furnace is lined with a refractory material, this material shall be removed down to the level of the burner except where the refractory material forms the only wall between the combustion chamber and the furnace front shield.

H. When in-shop type conversion burners are installed in dry base boiler or gravity warm air fornaces, the ash pit should be lined for protection in accordance with the manufacturer's installation instructions or as follows:

With at least 2 inches of insulating fire brick which covers the ash pit bottom.

With at least 2 inches of insulating fire brick along the sidewalls of the ashpit up to the level of the waterbacked surface of a boiler or sufficiently high to protect the grate lugs of a furnace.

I. Where in-shot type conversion burners areinstalled, the floor area of a combustion chamber

shall be in accordance with the burner manufacturer's instructions or recommendations; however, in the absence of such instructions it should be at least 1½ sq. in. per 1000 BTU per hour input.

III. Chimneys

A. The chimney shall be examined and thoroughly cleaned, if necessary, before installation is made.

B. A thimble shall be used to facilitate removal of flue pipe for cleaning in which event the thimble shall be permanently cemented in place with mortar or other fireproof material that will not crack or check.

C. Flue connections from two or more appliances shall not enter opposing or adjacent sides of the chimney at the same level.

SECTION XII

Burner Installation

I. The burner shall be located in the combustion chamber according to the manufacturer's instructions and shall be securely fastened in place to prevent twisting, sliding or dropping out of position.

II. No burner shall be installed in a boiler or furnace where the burner is not readily accessible for inspection and servicing.

III. The burner shall be so installed that there will be no incomplete combustion or overheating of combustion chamber heating surface.

IV. Firing Rate of Boilers--

A. Refer to Section IV, Paragraphs III of the Rules and Regulations.

SECTION XIII

Unit Heaters

I. The heat loss of the building shall be determined by a heat loss survey following the methods adopted by American Society of Heating and Ventilating Engineers (outlined in their current guide) or other recognized heating authorities.

II. The combined BTU output of the units installed shall at least equal the heat loss at design temperatures for the enclosure to be heated.

III. Where night set back is used or extra capacity is needed for quick pickup, suitable allowance in sizing shall be made.

Exception - Where the unit heater or heaters are auxiliary units.

IV. Installation of Unit Heaters--

Unit shall be installed in a location in which the facilities for ventilation permit the satisfactory combustion of gas and proper venting, under normal conditions of use.

Listed gas-fired unit heaters shall be installed with minimum clearances of 6 inches between the appliance, the projecting flue box or the draft hood and combustion construction. The control side of a unit heater shall be spaced not less than 18 inches from any wall or partition.

SECTION XIV

Floor Furnaces

I. Gas fired floor furnaces are to be set so that a 2-foot clearance will be had on all sides and front of furnace for proper maintenance. If there are controls under furnace a 2-foot clearance must be allowed between bottom of furnace and floor of enclosure.

II. Adequate provision shall be made for easy access to the furnace by means of an opening in the foundation wall of at least 18" x 24" or through a trap door of at least 24" x 24", located at some convenient point, and a clear and unobstructed passageway to the furnace at least 24" high by 24" wide.

III. Fixed Ventilation shall be provided to any confined space which encloses the floor furnace by means of a duct or grille arranged to supply air from a permanently ventilated attic or under-floor space. The duct or grille shall be screened and have a free area at least twice the free area of the vent collar of the floor furnace or one sq. in. per 1000 BTU per hr. of gas input, whichever is the greater, and shall be installed in such a manner as to assure proper combustion.

SECTION XV

Ventilation - Air for Combustion

I. Basement Installations - Where furnaces are installed in unconfined spaces such as a basement within a building of unusually tight construction, air for combustion and centilation must be obtained from outdoors or from spaces freely communicating with the outdoors. Under these conditions a permanent opening or openings having a total free area of not less than 1 sq. in. per 1000 BTU per hour of input rating shall be provided. Where ducts are required, they shall be of the same cross-sectional area as the openings to which they connect. The minimum dimension of rectangular ducts shall be 3 inches.

II. Utility Room Installations - Where furnaces are installed in a confined space within a building of unusually tight construction, air for combustion and ventilation must be obtained from outdoors or from spaces freely communicating with the outdoors. (Crawl space or attic). Under these conditions, the openings called for shall have a combined area of not less than one square inch per 1000 BTU per hour of input rating. One opening shall be near the top of the enclosure and one near the bottom. These openings shall be of approximately equal area and shall communicate with the selected source or sources of adequate air supply by ducts. Where ducts are required they shall be continuous and of the same cross-sectional area as the openings to which they connect. Any duct from the top opening must be horizontal or pitched upward. The minimum dimension of rectangular air ducts shall be 3 inches.

SECTION XVI

Chimneys - Flures - Vents

All chimneys, flues, and vents for gas fired equipment shall conform to the North Carolina Building Code, 1953 Edition, Section 1006.

I. Flue Connections Required; Every gas appliance shall be connected to an effective flue extending to the outer air and conforming to the provisions of subsection 2 of this section, if it is includedin any of the following classifications, provided that such connections shall not be required for industrial appliances of such size or character that the absence of the connection does not constitute a hazard to the occupants:

A. Domestic appliances with input rating in excess of 35,000 BTU per hour, except domestic gas ranges, commercial gas ranges.

B. Space heaters in sleeping quarters for use of transients.

C. Water Heaters.

D. All house heating steam and hot water boilers and warm air furnaces including floor furnaces.

II. Types of Flues

A. Type A Flues: Chimneys or metal smokestacks, as provided for in Section II of Rules and Regulations. Type A flues are required for: (1) all incinerators; (2) all appliances which may be converted readily to the use of solid or liquid fuel; (3) all boilers and furnaces, other than attic furnaces; (4) all other appliances except approved appliances which produce flue gas temperatures not in excess of 550° F. at the outlet of the draft hood when burning gas at the manufactuere's input rating.

B. Type B Gas Vents: Approved vent piping of noncombustible, corrosion-resisting material of adequate strength and heat insulating value, and having bell and spigot or other acceptable joints. Type B gas vents shall be used only with approved gas appliances which are not required by paragraph (1) above to be vented to Type A flues, except that they may be used when extended through an existing non-used chimney, whether the chimney is lined or unlined.

C. Type C. Gas Vents: Vent pipes of sheet copper of not less than 24 U. S. gauge of of galvanized iron of not less than 20 U. S. gauge or of other approved corrosion-resistant material, may be used for runs directly from the space in which the appliance is located through a roof or exterior wall to the outer air. Such vent pipes shall not pass through any attic or concealed space nor through any floor. This shall not be construed as prohibiting the use of such vent pipes to vent attic furnaces installed in accordance with the provisions of this code. Installation with reference to clearance from combustible material and passage through wall or roof shall comply with the provisions of Paragraph 4 of this section.

III. Installation of type B Gas Vents:

A. Type B gas vents shall be made up with tight joints.

B. TypemB gas vents shall be installed with a clearance to combustible material or construction whether plastered or unplastered, of not less than one inch, provided that for vents of floor furnaces such clearance shall be not less than 3 inches for a distance of not less than 3 feet from the outlet of the draft hood, measured along the center line of the vent piping.

C. Suitable provision shall be made to prevent mechanical injury to type B gas vents where they extend through walls, floors or roofs.

D. Type B gas vents shall not be used with solid or liquid fuel burning appliances and shall be permanently labeled, THIS FLUE IS FOR THE USE OF GAS BURNING APPLIANCES ONLY.

IV. Installation of Gas Vents other than Type B;

A. Gas appliance vent piping other than approved type B gas vents shall not pass through any attic or concealed space not through any combustible floor, and shall not pass through any combustible roof except as specified in Paragraph II (c). Where passing through combustible roofs in accordance with Paragraph II (c) they shall be guarded at the point of passage as specified for passage through combustible walls or partitions in paragraph (b) below. Vent piping may extend through any existing chimney whether the chimney is lined or not.

B. Gas appliance vent piping other than approved type B gas vents shall not pass through combustible walls or partitions unless they are guarded at the point of passage (1) by metal ventilated thimbles not less than 6 inches larger in diameter than the pipe or (2) by metal thimbles not less than 4" larger in diameter than the pipe with the annular space filled with mineral wool or other approved noncombustible insulating material; or in lieu of such protection all combustible material in the wall or partition shall be cut away from the vent pipe a sufficient distance to provide the clearance required from such vent

pipe to combustible material--any material used to close up such opening shall be noncombustible.

C. Flue Mortar: All flue mortar for flues or vent pipes from gas-burning appliances shall be acid resisting.

V. Draft Hoods.

A. Every flue connected appliance except an incinerator, unless its construction serves the same purpose, shall be equipped with an effective draft hood which either (1) has been approved as part of the appliance or (2) comples with nationally recognizes standards for draft hoods (A.G.A. and A.S.A. - Z21-12-R-1950).

B. The draft hood in no case shall be located at a point lower then the top of the highest flue passage in the appliance. In order to be able to develop full rating on some heating appliances it may be necessary to install the draft hood as high as possible. This is particularly true of revertible flue furnaces where it is specifically recommended that the relief opening of the draft hood be at least 1 foot higher than the highest point of flue passage.

C. In conversion of extreme revertible flue type appliances it is recommended that a small opening or passage, not less than 1 inch pipe, be provided between the top of the highest point in the flue passage of the appliance and its vertical flue pipe. If there is a by-pass, open the by-pass slightly and lock it in position.

D. All draft hoods shall be installed in the position forwhich they were designed.

E. In no case shall the draft hood be installed in a false ceiling, in a separate room from the heating system, or in any manner that will permit a difference in pressure between the draft hoof relief opening and the combustion air supply.

VI. Flue Connections:

A. The flue pipe shall be sized in accordance with one of the following methods.

Method 1 - Reduction of Flue Pipe Size.

For the usual type of up-draft furnace or boiler the flue pipe between the outlet of the appliance and the chimney including the draft hood, shall be sizes according to dimensions listed in Table 1.

Method 2 - Same Size Pipe as Appliance Flue Collar.

The internal corss-sectional area of the flue pipe between the outlet of the appliance and the chimney, including the draft hood, shall be the same as the outlet size of the flue collar of the appliance for both up-draft and revertible flue appliances.

A neutral pressure point adjuster shall be installed between the flue collar of the appliance and the relief opening of the draft hood. It must be designed so that it can be permanently locked in the adjusted position so that the adjustment cannot be changed accidentally in a manner that will interfere with the normal operation of the burner.

Method 3 - In the event that a neutral pressure zone cannot be secured at the firing door, a Barometric Damper may be used in place of the Draft Hood. Barometric Dampers, when used shall be so designed and installed that failure of such device will not obstruct the flow of flue gases to the chimney. Barometric controls shall not only open on a negative draft but shall be so constructed to open in reverse direction in case of a position pressure in breeching.

B. The chimney shall be clean and in good condition. The flue pipe shall be reconditioned of renewed.

C. No movable flue pipe damper shall be permitted on any gas conversion burner installation.

TABLE NO. I

DRAFT HOOD & FLUE PIPE SIZES FOR GAS CONVERSION BURNERS IN UP-DRAFT FURNACES AND BOILERS

Not more than 6500 BTU per square inch of flue area.

Input - BTU Per Hour	Draft Hood and Flue Pipe Size
Up to 120,000	5 inch
120,000--160,000	6 inch
160,000--250,000	7 inch
250,000--320,000	8 inch
320,000--410,000	9 inch

Note: If the flue pipe exceeds 10 ft. in length, or contains more than two elbows, use next size larger pipe and draft hood.

SECTION XVII

Gas Piping

All gas piping shall meet the requirements of A.G.A. standards, A.S.A.-Z31-30-1950 and shall meet the requirements of the Public Service Company of Asheville, North Carolina.

SECTION XVIII
Controls

1. Gas Burners

A. A manually operated shut-off valve shall be provided to control the gas supply to the main burner manifold for central heating systems and conversion burners. This valve shall be located externally to the jacket, adjacent to any electrical ignition device, and ahead of all controls except the pilot valve; and shall be marked so as to indicate the "On" and "Off" positions clearly.

B. An approved pressure regulator (in addition to distribution line pressure regulator) shall be employed on all installations.

C. The control system shall be installed in strict accordance with the control manufacturers and burner manufacturers specifications and recommendations.

D. All space heaters with an input of 35,000 BTU/HR or greater shall be thermostatically controlled, and equipped with automatic shut-off.

II. Boiler

A. Refer to Section IV, Paragraph VIII of the Rules and Regulations.

III. Warm Air Furnaces

A. Refer to Section V, Paragraph VII of the Rules and Regulations.

IV. Limit Control Settings--

Temperature or pressure settings of the limit controls furnished with the installation shall be within the limits specified in the following table:

Type Heating System	Temperature or Pressure Limit Control Settings
Hot Water	
(a) Open Systems	140-212 F
(b) Closed Systems	140-240 F
Forced Warm Air	200 F
Steam System	"Off" 3 lbs - "On" 1 lb.
Vapor System	"Off" 4 oz. - "On" 2 oz.

SECTION XIX

Operating Instructions

Instructions furnished by the manufacturer to be individually and separately hung and to be furnished with each gas-fired unit outlining procedure as follows:

A. Instructions for the proper manner of operating gas main shut-off valve, pilot valve and proper sequence for lighting off unit.

B. Instructions outlining the proper sequence of turning off gas unit and closing gas main valve and auxiliary valves.

SECTION XX

Requirements for Installation of Gas-Burning Equipment Larger than 400,000 BTU/HR. Input

I. Scope

A. These requirements shall apply to the installation of gas conversion burners in large boilers and furnaces. A large boiler or furnace shall be considered as one furnishing steam, hot water, or heat for either heating, processing, or power purposes and shall be installed in strict accordance with the manufacturers specifications and American Standard Requirements for installation of Gas Burning Equipment in Power Boilers - American Standards Association - Z21.33-1950.

Packaged gas fired boiler approved by American Gas Association up to 4,800,000 BTU input shall meet standards as indicated by American Gas Association.

II. Plans & Specifications

A. See Section I, Paragraph III of Rules & Regulations.

III. Ventilation and Combustion Air

A. The space in which the boiler is located shall have properly designed facilities for supplying an ample amount of outside air to permit proper combustion of the gas. A permanent opening should be provided in the boiler room wall. This opening shall never be less than 75% the size in area of the nominal stack or proper chimney size, and under no circumstances shall it be less than 1 sq. ft. in area. All stacks or chimneys shall be of sufficient size to maintain an overfire draft at full rating of boiler, or, if not, a suitable inducted draft shall be provided.

B. Where ventilating fans are used in boiler room, provisions shall be made to supply sufficient air for combustion and ventilation.

C. Adequate ventilation shall be provided to the space in which the boiler is located to prevent a dangerous accumulation of gas should any leakage occur. The means for ventilation shall in no case cause a negative pressure at the burner elevation. This ventilation must be available during shut down periods of burner.

IV. Accessibility for Cleaning and Inspection

A. Sufficient and reasonable accessibility should be afforded for cleaning, inspection, repair and replacement of all burners, combustion controls, and safety devices. No burner shall be so installed to prohibit the easy cleaning of boiler flues or furnaces.

V. Flues and Flue Connections

A. All gas-fired boilers shall be properly and firmly connected to a chimney stack, the size of which shall be determined by the requirements of the boiler or furnace it serves and in conjunction with surrounding buildings.

B. The chimney or stack shall be cleaned, pre-inspected, and tested if necessary to determine whether it is in suitable condition. If not in suitable condition, the defects shall be corrected.

C. Flue connections should be as short and direct as possible. Sharp bends and turns should be avoided.

D. The flue pipe or breeching shall be properly supported in all cases.

E. Means shall be employed which prevent the flue pipe or breeching from entering beyond the inner wall of the chimney flue. (Proper insert collar to chimney for breeching shall be provided.)

F. All flue pipe or breeching joints shall be gas tight including connection to the chimney so as to prevent infiltration of air.

G. An Automatically controlled flue damger or other equivalent means for regulating draft shall be installed on each boiler or furnace. Such dampers or other means shall be constructed to operate freely under all conditions and accessible for proper maintenance. Electrically, fluid, or mechanically operated damper shall lead in opening before the burner ignites to allow purging.

H. Barometric draft regulators, where used, shall be so designed and installed that failure of such devices will not obstruct the flow of flue gases to the chimney. Barometric controls shall not only open on negative draft but shall be so constructed to open in reverse direction in the case of a positive pressure in breeching.

I. Automatically controlled dampers where used shall be equipped with suitably located minimum and maximum operating stops. The minimum operating stops for dampers shall be adjusted to obtain sufficient air for combustion at the minimum boiler output.

J. Automatically controlled dampers, where used, should be counter-balanced to open in the event of breakage or failure of their operating means.

SECTION XXI

Installation of Burner and Controls

I. Main Burners

A. The burner or burners and their component parts shall be installed according to the manufacturer's instructions and shall be properly and firmly secured in place to maintain correct alignment in normal use.

B. The burner or burners shall be installed so as to be readily accessible for cleaning and inspection.

C. The burner or burners shall be so installed and adjusted that there will be no injurious flame impingement on walls or heating surfaces in a manner that will cause incomplete combustion or damage to boiler parts.

D. Burner parts, when adjustable, shall be provided with suitable locking devices to prevent accidental shifting.

F. Burners shall maintain complete and stable combustion at the minimum rate between maximum and minimum rates.

II. Air Intakes

A. Where air shutters are provided they shall be capable of any desired adjustment and provided with means for preventing accidental change in setting.

B. Air openings shall be provided of sufficient area to supply an adequate amount of air for complete combustion under the specified draft conditions and at the maximum rate of firing. The air shall be introduced in a manner so as to assure thorough mixing of the gas and air in order to complete the combustion within the space provided. On atmospheric burners this air shall be introduced so that it is evenly distributed to all burner heads.

C. Where an automatic air control is provided, the arrangements shall be such that in case the control fails, safe combustion shall be obtained or the gas shall be shut off.

D. Where burners are used in conjunction with forced or induced draft or both, means shall be provided to assure safe combustion or to shut off the gas upon fan failure.

E. When air under pressure is mixed with the gas supply in a mixer and is automatically controlled, effective means shall be provided to prevent air from passing back into the gas line or gas into the air supply. The gas and air supply shall be equipped with suitable controls to prevent functioning of the gas supply until the air supply is adequare for proper combustion, or, in the event of failure of the air supply, to shut off the gas supply.

F. On automatically controlled boiler, air supplies shall be automatically propertioned with the gas, if necessary, to produce stable combustion at all firing rates.

III. Pilots

A. Each main burner unit shall be equipped with a continuously burning stable pilot adequate to assure safe and reliable ignition. Where multiple jet type burners are operated as a unit, a sufficient number of pilots shall be used to accomplish proper ignition.

B. A flame safeguard so constructed and installed that no gas can flow to the main burner or burner group unless satisfactory ignition is assured, shall be employed at each burner or group or burners operating as a unit. Such flame safeguard shall be provided for automatically lighted boilers. Gas to main burners and to intermittent or ignition pilots shall be automatically shut off in case of flame failure at point of supervision.

C. The response time of the flame safeguard to de-energize the gas shut-off device on flame failure shall not exceed 5 seconds for boiler having inputs in excess of 2,500,000 BTU per hour. Pilot supervision by such flame safeguard shall be only at the point where the flame will effectively ignite the gas at the main burner or burners. The flame safeguard response time for other boilers shall not exceed 5 seconds. The circuit and device shall be arranged so that the gas will be shut off in case of electrical failure.

D. Electric ignition systems shall ignite only a pilot. The input to the pilot shall not exceed 3 percent of the maximum input to the main burner as fired. If ignition of the pilot is not obtained within 15 seconds, the gas shall be turned off automatically. Pilots ignited by automatically or remotely controlled ignition systems shall be supervised as specified in Paragraph B.

E. All pilot burners and flame safeguard units shall be supported in such a manner that their position relative to each other and to the flame of the main burner or burners will remain fixed. Means shall be provided to permit ready observation of all three while firing.

F. All pilot burners and flame safeguard units shall be readily accessible and removable for servicing. Pilot burners shall be placed so that they can be safely lighted manually, if required.

G. The gas supply pressure to the pilot or group of pilots shall be regulated independently of the main burner supply.

IV. Manual Shut-off Valves.

A. Pilot lines shall be connected to vertical main gas supplu lines or to the sides or top of horizontal lines upstream from all gas control valves for each boiler, and shall be independently controlled by means of a manually operated pilot Shut-Off Valve. In multiple installations, a manually operated Pilot Firing Valve shall be provided for each pilot. This will permit following the safe practice of lighting the pilots before turning on gas to the main burners.

B. In multiple installations, each burner unit, except those utilizing a zero governor inspirator mixer, shall be equipped with a plug type firing valve with stops at the open and closed positions. The handle shall be permanently attached and parallel to the gas flow in the open position.

C. A manually operated Main Burner Shut-Off Valve of the lubricated plug type with handle permanently attached shall be installed in the lines supplying all main burner of each boiler.

D. A manually operated shut-off valve of the lubricated plug type with handle permanently attached shall be installed in the main line to each boiler. It shall be readily accessible and shall clearly indicate the "on" and "off" positions.

V. Controls

A. The control system shall be installed in strict accordance with the control manufacturers and the burner manufacturers specifications and recommendations.

B. Limiting Devices -

1. Furnaces - (Refer to Section V, Paragraph VII of Rules and Regulations).

2. Boilers - (Refer to Section IV, Paragraph VII A & B).

3. Limit controls shall not depend on electricity to shut off main gas supply.

VI. Control Valves

A. The valve assembly shall be gas-tight in all positions, and shall permit easy movement of the valve stem. Valves for "on-off" operation shall be tested to assure gas-tightness of the seat when in the closed position.

B. A by-pass may be installed around the Boiler Input Control Valve to provide minimum flame.

C. The pressure rating of valves shall be not less than the gas manifold pressure with all burners shut off.

D. Main Burner Safety Shut-off Valves shall be of approved type. These valves shall be capable of opening only when energized and shall be constructed so that they may not readily be blocked in the open position.

E. Electrically operated safety shut-off valves shall not depend on electricity to shut off the gas supply.

VII. Gas Pressure Regulators

A. An approved gas pressure regulator, (in addition to distribution line pressure regulator) shall be employed on all installations.

B. Gas pressure regulators shall maintain the gas pressure to the burner supply line within plus or minus 10 percent of the operating pressure from maximum to minimum firing rates.

C. Regulators shall be of the spring loaded, dead weight or pressure balanced type. Spring or weight loaded regulators must have springs or weights covered by a suitable housing. Under no circumstances shall a weight and lever type of regulator be used.

D. A gas pressure regulator, excepting zero regulators used in connection with air-gas mixers, requiring access to atmosphere for successful operation, shall be vented to a safe location. Adequate means shall be employed to prevent water from entering the vent pipe, and also to prevent stoppage of it by insects or foreign matter.

E. It is recommended that a safety relief device be placed downstream from a gas pressure regulator where gas is supplied at high pressure. The discharge from this device shall be piped to a safe outdoor location.

SECTION XXII

Semi-Rigid Tubing and Fittings

Semi-rigid tubing and fittings when used in main and pilot burner assemblies shall comply with the American Standard Listing Requirements for Semi-Rigid Gas Appliance Tubing and Fittings, Z21.24-1941.

SECTION XXIII

Gas Piping

All gas piping shall be in accordance with the A.G.A. standards, A.S.A.-Z31-30-1950 and shall meet the requirements of the Public Service Company of Asheville, North Carolina.

SECTION XXIV

Instructions to the Operator

I. All operating personnel shall be thoroughly instructed as to the proper and safe operation of the boiler or furnace and how to periodically test safety controls before the boiler is placed in continuous service.

II. Suitable operating instructions shall be supplied and made conveniently available or posted in a prominent place near the equipment.

In compliance with the provisions of Ordinance #10 of the City of Asheville and with the approval of the City Council of the City of Asheville, and the Advisory Board, the foregoing amendments to the Rules and Regulations for the installation and operation of fuel burning equipment, which said amendments adds thereto, sixteen new sections, numbers IX through XXIV, which said new sections are hereby declared in full force and effect from and after the 15th day of May, 1954.

Approved by the Council of the City of Asheville, published and copies provided for distribution by the Chief Smoke Regulation Engineer on the 15th day of April, 1954.

C. E. O'Neal
Chief Smoke Regulation Engineer
of the City of Asheville

City Manager Weir advised the Council that the city forces would finish the Burnsville Section of the Beaverdam Sewer Project within the next week or so.

Discussion was held by the Council regarding the proposed east-west expressway between Patton Avenue and Beaucatcher Tunnel.

BOY SCOUTS OF AMERICA

Scout John Price of Asheville's Troop Four, Boy Scouts of America, presented the Boy Scouts Code of Conservation to the Council which was accepted with thanks. Scout Price was complimented on his address and presentation of the Code.

HALL STREET-PATTON AVENUE petition
[illegible] - POLICE CONTROL REQUESTED

A petition from residents in the Hall Street-New Patton Avenue section of the City was presented by Mrs. Eva Miller to the Council asking for either the installation of a traffic light or police protection, stating that several traffic accidents had occurred at this corner. The petition was referred to the City Manager for action.

ASHEVILLE TOURIST ASSOCIATION
REQUEST FOR TRAFFIC COURTESY PLAN

Messrs. Wallace Wright and Lee Walker, representatives of the Asheville Tourist Association appeared before the Council requesting that a traffic courtesy plan be worked out for tourists regarding overparking and minor violations, with the suggestion that courtesy cards be used. City Manager Weir advised the representatives that he would definitely make a recommendation in the matter.

There being no further business the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, April 22, 1954 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, April 22, 1954 at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. I. Abernathy, Frank Mulvaney, R. I. Presley, J. W. McRary, T. B. Sumner, Clarence Morgan, City Manager Weldon Weir and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

BUNCOMBE COUNTY MEDICAL SOCIETY -
RECOMMENDATION CITY-COUNTY HEALTH DEPARTMENTS

A communication addressed to the City Council from the Buncombe County Medical Society was read advising that at the regular monthly meeting the Medical Society recommended the consolidation of the City and County Health Departments. This was accepted by the Council as information.

HALL STREET-NEW PATTON AVENUE
PETITION - IMPROVEMENTS RECOMMENDED

In connection with the petition from residents in the Hall Street-New Patton Avenue section, City Manager Weir advised the Council that a survey had been made and the best solution to the problem would be the installation of a 10 foot cross-walk and safety island in the center of the street, and construction of a sidewalk from Hall Street going west 200 feet on north side of Patton Avenue, with proper signs approaching cross-walk. This recommendation was approved by the Council.

CLAIM - WILLIE C. SPIGHT
DEATH OF CAROLYN S. MOOREHEAD

James W. Regan, Attorney for Willie C. Spight, filed a Claim with the Council in connection with the death of Carolyn S. Moorehead on Hazzard Street in the amount of $100,000. Claim was referred to R. W. Wells, Corporation Counsel.

There being no further business the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, April 29, 1954 - 4:00 o'clock P. M.

The City Council met in regular session on Thursday, April 29, 1954, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen J. W. McRary, T. B. Sumner, R. I. Presley, C. E. Morgan, F. M. Mulvaney, W. I. Abernethy, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

CAROLINA POWER & LIGHT
COMPANY - EASEMENT OVER
CITY PROPERTY (Riverside Drive)

Councilman Abernethy introduced a resolution authorizing Mayor to execute easement to Carolina Power & Light Company for rights-of-way over certain property owned by the City of Asheville, which was, upon motion of Councilman Abernethy, seconded by Councilman Presley, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 227.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

KNOW ALL MEN BY THESE PRESENTS, That CITY OF ASHEVILLE, a North Carolina municipal corporation, of said County and State, in consideration of the sum of $10.00 to it in hand paid by Carolina Power & Light Company, and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto the said Carolina Power & Light Company (hereinafter referred to as "Power Company"), its successors, lessees and assigns, the right, privilege, and easement to go in and upon those lands situate in Ward 3, Township, in said County and State, bounded by the lands of French Broad River on the West, Riverside Drive on the East, Bingham Road on the North; being the same land described in a deed recorded in the office of Register of Deeds for Buncombe County, N. C. in deed book 669 at page 529, reference to which said deed is hereby made for greater certainty of description, and to construct and maintain in, upon, under and through said lands, in a proper manner, with poles, overhead and underground wires and other necessary apparatus and appliances, one line of structures of wood or steel for the purpose of transmitting power by electricity by one or more circuits, and supporting telephone wires of Power Company or any company; together with the right at all times to enter upon said lands for the purpose of inspecting said line and facilities and making necessary

repairs and alterations thereon, the center line of which has been surveyed and staked out on said lands as s... and located by a certain map or drawing No. TC 9581, made by Power Company, which map or drawing is hereby re... red to for the general location of said center line; with the right to make such changes, alterations and subst... tutions in said line of structures from time to time as Power Company may deem advisable or expedient; togeth... with the right, by mechanical means or otherwise, to keep a right-of-way clear of all structures (except ordina... fences), trees, stumps, roots, and undergrowth along said line for the space of twenty-five feet on each side o... said center line; and with the further right to cut or fell any tree or trees outside said right-of-way herein granted, which trees, in the opinion of Power Company or its representatives, constitute a hazard to or may en... danger the safe and proper operation of said transmission line. A danger tree shall be understood to be any tr... whose height plus five feet equals the distance from the base of the tree to a point on the ground directly und... neath the nearest conductor or to the nearest conductor itself.

It is agreed between the parties hereto that the poles, wires and other apparatus and appliances con... structed hereunder shall be and remain the property of Power Company and may be removed by it at any time. It ... further agreed that Power Company will pay for the actual damages to fences and growing crops on said right-of... way caused by the construction, operation, maintenanc , rebuilding and removal of said line, if notice in writi... is given to it within sixty (60) days after such damages.

TO HAVE AND TO HOLD the aforesaid rights, privileges and easement unto the Carolina Power & Light Co... pany, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has causei this easement to be signed in its name by its duly authorized o... ficers, and its corporate seal to be hereunto affixed, this the 29 day of April, 1954.

CITY OF ASHEVILLE

Attest:

By E. W. Eller
Mayor

Margaret Simmons
City Clerk

[illegible]

Councilman Morgan introduced a resolution authorizing Mayor to execute deed to Charles G. Masters a... wife, Mildred N. Masters, which was, upon motion of Councilman Morgan, seconded by Councilman Mulvaney, unanimo... adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 228.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS INDENTURE, made and entered into this 29 day of April, 1954, by and between the CITY OF ASHEV... a municipal corporation existing under and by virtue of the laws of the State of North Carolina, party of the fi... part, and CHARLES G. MASTERS and wife, MILDRED N. MASTERS, parties of the second part;

WITNESSETH:

THAT WHEREAS, by resolution of the City Council of the City of Asheville on the 11th day of March, 1954 the property hereinafter described was authorized to be sold at public sale; and

WHEREAS, after due and proper legal advertisement the property was sold at the Court House door of Buncombe County, North Carolina on the 16th day of April, 1954, at which time Charles G. Masters and wife, Mild... N. Masters became the last and highest bidders in the amount of $195.00; and

WHEREAS, the provisions of the law in regard to said sale having been complied with; and

WHEREAS, the City Council of the City of Asheville on the 29 day of April, 1954 passed a resoluti... authorizing and directing the sale and conveyance of said property to Charles G. Masters and wife, Mildred N. Masters, for the sum of $195.00;

NOW, THEREFORE, for and in consideration of the sum of $195.00 paid to the party of the first pa... by the parties of the second part, the receipt of which is hereby acknowledged, the said party of the first part has bargained, sold, conveyed and confirmed and by these presents does bargain, sell, convey and confirm unto th... said parties of the second part, their heirs and assigns, the following described property located in the City of Asheville, County of Buncombe, State of North Carolina, and bounded and more particularly described as follows:

Lying and being in the County of Buncombe, State of North Carolina; Being Lot 45, Bl. "D" as shown on Plat of Morningside, dated September 4, 1925 by Brown & Gibbs, Engineers, recorded in Plat Book 10 on page 5 in Office of Register of Deeds for Buncombe County, N. C., reference to which said Plat is hereby made for greater certain... of description. Said Lot 45 is the same lot designated as Lots 171 and 171½, Sheet 9, Ward 8 on the Buncombe County Tax Maps.

Subject to any and all lawful and unpaid taxes thereon, if any.

TO HAVE AND TO HOLD the above described land and premises, together with all the rights and ap... tenances thereunto belonging or in any wise appertaining, unto the said parties of the second part, their heirs assigns.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed, this the day and year first above written.

ATTEST:

CITY OF ASHEVILLE

Margaret Simmons
City Clerk

By E. W. Eller
Mayor

ORDINANCE NO. 368 -
AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1954 AND ENDING MAY 31, 1955

Councilman Mulvaney introduced Ordinance #368, being "AN ORDINANCE LEVYING, ASSESSING, IMPOSING , AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1954 AND ENDING MAY 31, 1955", which was, upon motion of Councilman Mulvaney, seconded by Councilman McRary, unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Presley voted "aye"
Councilman McRary voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

[illegible] -
[illegible]TION WITH COUNTY

City Manager Weir advised the Council that there had been a meeting of City and County officials and a committee from the Greater Asheville Council in regard to consolidation of the City and County Health De... partments this week, and that there would be a further meeting on Tuesday of next week to discuss this matter.

There was a general discussion of the matter by the Council, and opinions were expressed con... cerning such consolidation and the making of the facilities of the City Health Department available to the County Board of Health.

[illegible] SEWER LINE

City Manager Weir advised the Council that the new Beaverdam sewer line had been completed and would be placed in operation April 30th.

[illegible]

There was a discussion by the Council of the new system of one-way streets to go into effect on May 1st.

There being no further business the meeting was upon motion adjourned.

[illegible]
MAYOR

Margaret Simmons
CITY CLERK

Thursday, May 6, 1954 - 4:00 o'clock P. M.

The City Council met in regular session on Thursday, May 6, 1954, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, J. W. McRary, T. B. Sumner, W. I. Abernethy, R. I. Presley, C. E. Morgan, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

AIRPORT - RECOMMENDATION OF AVIATION COMMITTEE OF THE [illegible]CHAMBER OF COMMERCE

A communication was read from the Aviation Committee of the Asheville Chamber of Commerce, stating that said Committee had explored the possibility of a new location for an airport facility that will meet the physical requirements of the Civil Aeronautics Administration, has obtained official site approval thereof by the Regional Office of the CAA at Forth Worth, Texas, which recommends that certain ACA forms be executed and submitted for consideration by the Administration, and said Committee recommends that the City and County join in making said application.

The City Manager stated that without objection from the Council he would proceed with the application, provided the County of Buncombe would join.

[illegible] OF #368 - AN ORDINANCE
[illegible], ASSESSING, IMPOSING,
[illegible] DEFINING THE LICENSE AND
[illegible] TAXES OF THE CITY OF
[illegible] FOR THE FISCAL YEAR BE-
[illegible] JUNE 1, 1954 AND ENDING
[illegible] 1955

Councilman Abernethy moved that Ordinance No. 368, being "AN ORDINANCE LEVYING, ASSESSING, IMPOSING AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1954 AND ENDING MAY 31, 1955", be tabled, which motion was seconded by Councilman Mulvaney and unani... mously adopted.

[illegible] OF #369 - AN [illegible]DINANCE
[illegible], ASSESSING, IMPOSING,
[illegible] DEFINING THE LICENSE AND
[illegible] TAXES OF THE CITY OF
[illegible] FOR THE FISCAL YEAR
[illegible] JUNE 1, 1954 AND ENDING
[illegible] 31, 1955

Councilman Mulvaney introduced Ordinance No. 369, being "AN ORDINANCE LEVYING, ASSESSING, IMPOSING AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1954 AND ENDING MAY 31, 1955", which was, upon motion of Councilman Mulvaney, seconded by Councilman McRary, unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Presley voted "aye"
Councilman McRary voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

LEASE - DOROTHY I. WARLICK AND HUSBAND, PAUL W. WARLICK (OFF-STREET PARKING)

Councilman Mulvaney introduced a resolution authorizing Mayor to execute lease with Doro-

the C. Warlick was assigned, Paul W. Warlick, for certain property for operating off-street public parking facilities in the city, which was, upon motion of Councilman Mulvaney, seconded by Councilman Sumner, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 229.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this ____ day of _____, 1954, by and between DOROTHY I. WARLICK and husband, PAUL W. WARLICK, hereinafter referred to as Lessors, and City of Asheville, a Municipal Corporation of the State of North Carolina, hereinafter referred to as Lessee:

W I T N E S S E T H:

That the Lessors, for and in consideration of the rents, covenants and conditions hereinafter mentioned to be kept and performed by the Lessee, do hereby rent, demise and lease unto the said Lessee, the following described premises located in the City of Asheville, Buncombe County, North Carolina, to-wit:

Being Lot 6 as shown on plat of the Estate of Hon. Z. B. Vance, Asheville, N. C., recorded in Plat Book 8 at page 29 in Office of Register of Deeds for Buncombe County, N. C., reference to which said plat is hereby made for greater certainty of description, together with the right to use the 10 foot wide alley abutting on the north margin of said Lot 6 to whatever extent the Lessors herein may have the legal right to hereby grant and lease.

Said Lot 6 being the same property described as Lot 94, Sheet 1, Ward 2 on the City of Asheville and Buncombe County Tax Maps.

Said property is subject to existing rights-of-way for College Street for public street and highway purposes.

1.

TO HAVE AND TO HOLD the above described premises unto said Lessee for a term of twenty-five (25) years, beginning June 1, 1954 and extending until the 31st day of May, 1979, unless terminated at an earlier date as hereinafter provided.

2.

The Lessee agrees to pay as rental for the leased premises the sum of Sixty ($60.00) Dollars per month, beginning June 1, 1954, payment to be made of such rental by the Lessee to the Lessors on or before the 10th day of each month.

3.

It is understood and agreed between the parties hereto that the Lessee shall operate on the premises hereby leased a public parking lot and shall conduct thereon operations auxiliary to the operation of a public parking lot and that said premises shall be used by the Lessee for no other purpose whatsoever; and in the event said premises shall cease to be used as a public parking lot this lease shall automatically terminate.

4.

The Lessee covenants and agrees as follows:

(a) That it will at its own expense level the property above described so that the maximum of the property may be utilized for the purpose of a parking lot and make all necessary improvements thereon.

(b) That it will apply stone surface to the property hereby leased.

(c) That it will keep all improvements erected or placed on the premises in reasonable repair and that said improvements shall become the property of the Lessors at the termination of this lease.

(d) That it will supervise and operate the property as a public parking lot in a proper and business-like manner, keeping proper records of all receipts from said operation and that it will charge for parking the prevailing prices for parking in lots substantially located as the premises above described.

(e) That it will pay all utilities and expenses in connection with the use and operation of said parking lot during the term of this lease.

5.

It is further contracted and agreed between the parties hereto:

That at any time the said Lessors, their heirs and assigns shall have the additional right, in their discretion, in the event they can show a bona fide arrangement to build a substantial structure on the premises, or to sell all or any portion of said premises, to terminate this lease.

6.

It is further agreed between the parties hereto that the Lessee may not assign this lease or any portion thereof, or sub-let the premises hereby leased without written consent of the Lessors, their heirs and assigns, except to grant concessions for the conduct of operating which may be auxiliary to the use of the premises for a public parking lot.

7.

It is further agreed between the parties that if the Lessee at any time fails to pay the rental above provided for within thirty days after the same shall become due, or shall fail to keep and perform any of the covenants or agreements which are hereinbefore mentioned to be kept or performed by the said Lessee, then and in either of the events hereinbefore specified the said Lessors, their heirs and assigns, may at their option declare this lease cancelled and terminated after giving to the Lessee ten days written notice of their intention so to do. Thereupon the said Lessors, their heirs and assigns, may take possession of the premises without any legal process and the Lessee agrees to surrender the premises to the Lessors, their heirs and assigns immediately.

8.

The Lessors hereby covenant and agree with the Lessee that subject to the terms and conditions hereinabove set forth, the Lessee shall have and enjoy the premises during the term herein provided free from the adverse claims of any and all persons whomsoever.

IN WITNESS WHEREOF, the said Lessors have hereunto set their hands and seals, and the said Lessee has caused this instrument to be executed in its name by its Mayor and attested to by its Clerk and its corporate seal attached, all under and by virtue of the authority duly granted by resolution adopted by the Council of the City of Asheville, this lease and the resolution authorizing same having been duly submitted to and approved as to form by its corporate counsel and all matters and things necessary and proper for the said City of Asheville to execute this contract having been duly and properly done.

This the day and year first above written.

_____ (SEAL)

_____ (SEAL)

Attest:

CITY OF ASHEVILLE

_____
City Clerk

By _____
Mayor

HEALTH DEPARTMENT - CONSOLIDATION OF CITY AND COUNTY

City Manager Weir reported that a further meeting was held with the County Commissioners in regard to consolidation of city and county health facilities, and recommended to the Council that provided the standard of service of public health remain the same and with the understanding that facilities as now housed in the municipal building for public health would become available to the Buncombe County Board of Health that the City of Asheville provide 50% of the funds that it has been appropriating to the City Health Department, which sum be turned over to the Buncombe County Board of Health, and that the two operations be consolidated.

Following a discussion of this matter by members of the Council, Councilman Sumner introduced a resolution relating to consolidation of City and County Health Departments, which was, upon motion of Councilman Sumner, seconded by Councilman Presley, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 230.

BUDGET STATEMENT

The City Manager presented the budget statement showing the financial position of the city for the period ending April 30, 1954.

CITY OF ASHEVILLE BOARD OF ALCOHOLIC CONTROL

The City Manager presented the interim audit report for the Asheville Board of Alcoholic Control for the period ending March 31, 1954.

MUNICIPAL GOLF COURSE

Reuben Dailey, on behalf of interested negro citizens, and other speakers appeared before the Council to protest any sale of the Municipal Golf Course.

The group was assured by the Mayor and City Manager that no change was contemplated in the operation of said golf course, and that any proposal would receive public notice.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, May 13, 1954 - 4:00 o'clock P. M.

The City Council met in regular session on Thursday, May 13, 1954, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen J. W. McRary, T. D. Sumner, R. I. Presley, W. I. Abernethy, P. M. Mulvaney, C. E. Morgan, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

CIVIL SERVICE BOARD - ANNUAL REPORT

A communication was received from John A. Goode, Director of the Civil Service Board, containing the annual report of the Civil Service Board, which was received as information by the Council.

ORDINANCE #369 - AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1954 AND ENDING MAY 31, 1955

Ordinance #369, being "AN ORDINANCE LEVYING, ASSESSING, IMPOSING AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1954 AND ENDING MAY 31, 1955", was, upon motion of Councilman Mulvaney, seconded by Councilman McRary, unanimously passed on its second reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Presley voted "aye"
Councilman McRary voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

[illegible]

Mayor Eller stated to the Council that Dr. Lord and Dr. Morgan were working on what can be done by way of consolidation of the city and county health departments and maintaining services, which report is to be turned over to the Buncombe County Board of Health.

There being no further business, the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Margaret Sumner
CITY CLERK

Thursday, May 20, 1954 - 4:00 o'clock P. M.

The City Council met in regular session on Thursday, May 20, 1954, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. I. Abernethy, C. E. Morgan, T. B. Sumner, F. M. Mulvaney, J. W. McRary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

[illegible] - AN ORDINANCE LEVYING, ASSESSING, IMPOSING AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1954 AND ENDING MAY 31, 1955.

Ordinance No. 369, being "AN ORDINANCE LEVYING, ASSESSING, IMPOSING AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1954 AND ENDING MAY 31, 1955" was, upon motion of Councilman Mulvaney, seconded by Councilman McRary, unanimously passed on its third reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman McRary voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

...You are working on what can be done ... and maintaining services, which regret ...

... upon motion adjourned.

Margaret Summ...

E M Eller

Thursday, May 20, 1954 - 4:00 o'clock P. M.

The City Council met in regular session on Thursday, May 20, 1954, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. I. Abernethy, C. E. Morgan, T. B. Sumner, F. M. Mulvaney, J. W. McRary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Ordinance No. 369, being "AN ORDINANCE LEVYING, ASSESSING, IMPOSING AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1954 AND ENDING MAY 31, 1955" was, upon motion of Councilman Mulvaney, seconded by Councilman McRary, unanimously passed on its third reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman McRary voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

369

10. Lunch Counters or Restaurants
11. Hotels, Lodging Houses, or Boarding Houses
12. Soft Drinks.
13. Junk Dealers.
14. Pressing Clubs.
15. Pawnbrokers.
16. Second-hand Dealers.
17. Gasoline or Oil Filling Pipes, Service Tanks, or Pumps.

(b) A license may be refused for any business enumerated in the preceding sub-section unless the City Manager shall be satisfied that the applicant, or the proposed manager, is a person of good moral character, and fit and proper person to conduct such business, and unless he shall also be satisfied that the place proposed is a suitable place for the conduct of such business.

(c) That billiard rooms, pool rooms, bowling alleys, bagatelle tables, or rooms where games or tables of like kind are operated, and also restaurants, cafes, lunch counters, or places where soft drinks are sold, be kept clear of screens or sight obstructions of any kind.

Section 6

That before license shall be issued for any of the following businesses the applicant shall execute a satisfactory bond, payable to the City, in the amount hereinafter named, conditioned for the faithful observance by such licensee, his or its servants, agents, or employees, of all laws and ordinances now in force or hereinafter enacted, relating to such business, and further conditioned to save the City harmless from damage arising from the negligence of such licensee or agents, servants, or employees thereof, and otherwise as the City Manager may determine:

1. Pawnbrokers - - -

corporation, owning or maintaining sign boards, poster boards, painted bulletins, printed bulletins, or other outdoor advertisements of any nature, shall have imprinted on the same the name of such person, firm, or corporation in sufficient size to be plainly visible and permanently affixed thereto.

(b) Distribution in the City of Asheville, or sign-tacking, advertising by tacking, posting on poles, trees, buildings, fences, or other structures, except on licensed billboards, PROHIBITED.

ADVERTISING--DISTRIBUTORS OF SAMPLES, PRINTED ADVERTISEMENTS, AND CIRCULARS.

Every person, firm, or corporation, distributing samples, circulars, handbills, or other printed matter from house to house, or person to person, anywhere within the corporate limits of the City of Asheville, shall pay a license tax of, per annum - $100.00

For one distribution, where the annual tax has not been paid - 10.00

PROVIDED, that all distributions of handbills, circulars, or other printed matter, shall be delivered to someone in such residence or business house, or shall be placed under the front door of each residence or business house, or between the front door and the screen. Also, each person, firm, or corporation, distributing said circulars, handbills, or [illegible] tax, shall have the name of such person, firm, or corporation on [illegible] bill, circular, or other printed matter, in a sufficient size to be easily visible and permanently affixed thereto; and distributing [illegible] circulars, or other printed matter, other than provided in this proviso, is hereby PROHIBITED.

ADVERTISING PLACARDS.

Every person, firm, or corporation, in, or on, whose premises, building, or place of business, placards are placed for advertising purposes, and who make a charge therefor, shall pay a license tax of, per annum - - - - - - - -$25.00

-6-

Provided, that every person engaged in the business of operating street cars and/or busses and placing or allowing to be placed within or on such cars, placards for advertising purposes, and making a charge therefor, shall pay a license tax of, per annum - $50.00

ADVERTISING BY USE OF PICTURE MACHINES.

Every person, firm, or corporation, operating a moving picture machine, and selling the use of the same for advertising purposes, shall pay an annual license tax as follows:

(a) In each place where the advertisement is run, having a seating capacity of less than three hundred (300) - - - - - - - - - - - - - - - - - - - $20.00

(b) In each place where the advertisement is run, having a seating capacity of three hundred (300) and less than one thousand (1,000) - - - - - 35.00

(c) In each place where the advertisement is run, having a seating capacity of one thousand (1,000) or over - - - - - - - - - - - - - - - - - - - 50.00

ADVERTISING BY WAGON OR VEHICLE DRIVEN THROUGH STREETS WITH ADVERTISING SIGNS.

Per annum -$10.00

NOT PRORATED.

PROVIDED, that no tax shall be collected where persons advertising place signs on their own vehicles, or for advertisement of football or baseball games.

PROVIDED, further, that the provisions of this section shall apply to all itinerants as defined herein who place advertisement signs on their vehicles.

AGENTS NOT SPECIFICALLY TAXED.

Every person engaged in business as an agent, having the agency for the manufacture, procurement or distribution of [illegible] and not specifically taxed by some other section of this license schedule, shall pay a tax of, per annum - - - - - $25.00

AGRICULTURAL IMPLEMENTS AND MACHINERY.

Every person, firm, or corporation, engaged in the business of selling agricultural implements and machinery, shall pay a tax of, per annum - - -$25.00

AMUSEMENT DEVICES. (PARK RIDES AND CARNIVALS)

Every person, firm, or corporation, engaged in the business of operating [illegible] open to the public, a place of amusement, in which there may be either [illegible] ing alley, trained animal show, penny or nickel machine for exhibiting pic- moving picture show, theatrical performance, or similar entertainment, shall the privilege [illegible] amusement park, a license tax as follows:

[illegible] - $200.00
[illegible] months - 400.00
[illegible] months - 600.00
[illegible] months - 800.00

[illegible] tax shall not authorize the operation [illegible] shall move from place to place.

[illegible] 125
[illegible] 100

ANTIQUE SHOPS.

Each person, firm or corporation, selling or distributing what is commonly called antiques, shall pay a license tax of, per annum - - - - - - - - - $25.00

[illegible], PENNY PARLORS, PEEP SHOWS.

Each, per annum -$200.00

NOT PRORATED.

[illegible]

Exempt by State Statutes.

[illegible] GOODS, MANUFACTURERS OR DEALERS IN.

[illegible] Residential retail dealers -$10.00
[illegible] Itinerant - 100.00

[illegible] OF ASPHALT SUPPLIES.

[illegible] - $50.00

[illegible] additional tax shall be [illegible] section.

[illegible] tax shall be distributing [illegible] license tax of, per annum - - - - $25.00

[illegible] athletic supplies [illegible] than $1,000 annually, shall [illegible] - $12.50

Exempt by State Statutes.

[illegible] BUSINESS.

[illegible], firm or corporation, that conducts auction sales of [illegible] other than real estate, shall pay an annual tax of, as follows:

[illegible] residents, per year -$10.00
[illegible] itinerants, each per day - 5.00
[illegible] itinerants, each per week - 10.00

(b) Every person, firm, or corporation, that conducts auction sales [illegible] real public for profit, shall pay a license tax of:

[illegible] residents, each per sale -$12.50
[illegible] residents, each per year - 25.00
[illegible] itinerants, each per day - 25.00

NOT PRORATED.

[illegible], MOTORCYCLE AND MOTOR VEHICLE DEALERS; AND SERVICE STATIONS.

(a) Automobile service stations: Every person, firm, or corporation, engaged in the business of servicing, storing, painting, or upholstering of motor vehicles, trailers, or semi-trailers, or engaged in the business of retailing, selling, and/or delivering of any tires, tools, batteries, electrical equipment, automotive accessories or supplies, including radios designed for exclusive use in automobiles, motor fuel and/or lubricants, or any such commodities, shall pay in each location where such business is carried on, a license tax of, per annum - - - - - - - - - - - - - - - - - - -

(b) Automobile Service Stations, on Sidewalks or Streets: Every person, firm, or corporation, engaged in the business of operating any gasoline or oil pump located on any street or sidewalk, whether such pump is regularly used for the sale of gasoline, or oil, or not, shall pay therefor an annual license tax of, per annum, per pump - $50.00

PROVIDED, all such tanks must be installed under the direct supervision and according to the instructions of the Director of Public Works. A permit to install same must be obtained from the City Manager. The Council reserves the right, however, to prohibit the installation of such tanks on public property within the congested district of said municipality. This tax is for the right to use the sidewalk and is in addition to taxes levied by this ordinance on Automotive Service Stations.

(c) Automobile Equipment and Supply Dealers at Wholesale: Every person, firm, or corporation, engaged in the business of buying, selling, distributing, exchanging, and/or delivering automobile accessories, parts, tires, tools, batteries, and for other automobile equipment and for other supplies, of any of such commodities at wholesale, shall pay for each location where such business is carried on a license tax for every place of business, of per annum - - - - - -$62.50

PROVIDED, where the wholesale tax is paid the retail tax is not collectible on sub-section (c).

PROVIDED, any person, firm, or corporation, engaged in the business enumerated in this section, and having no located place of business, but selling to retail dealers by use of some form of vehicle, shall pay for such license, on each vehicle carrying on such business, a tax of, per annum - - - - - - - - - $25.00

(d) Body or Top Builders: Every person, engaged in the business of building bodies or tops for automobiles, busses, or trucks, including necessary curtains, shall pay therefor a license tax of, per annum - - - - - - - - - - -$12.50

(e) Curtain Manufacturers: Every person, engaged in the business of manufacture of curtains for automobiles, busses, or trucks, and not building bodies or tops for such automobiles, busses, or trucks, shall pay therefor a license tax of, per annum - $12.50

(f) Motorcycle Dealers: Every person engaged in the business of buying, selling, distributing, and/or exchanging motorcycles or motorcycle supplies, or any such commodities, shall pay therefor a license tax of, per annum - $10.00

(g) Motor Vehicle Dealers: Every person engaged in the business of buying, selling, distributing, servicing, storing, and/or exchanging motor vehicles, trailers, semi-trailers, tires, tools, batteries, electrical equipment, lubricants, and/or automotive equipment and supplies, shall pay for each location at which such business is carried on, a license tax of, per annum - - $50.00

PROVIDED, that persons, firms, or corporations, dealing in second-hand or used motor vehicles exclusively, shall be liable for - - - - - - - - $50.00

(h) Automobile Equipment, Used Parts: Every person, firm or corporation, buying and selling second-hand, used parts for automobiles, or repairing automobiles, shall pay a license tax for each business of, per annum - - - $12.50

AWNINGS AND TENTS.

Every person, firm or corporation, operating any business of manufacturing, selling, and installing or erecting tents or awnings, shall pay a license tax of:

Per annum - - - - - - - - - - - - - - - - - - -

[redacted]

BEAUTY SHOPS OR PARLORS.

See "Barber Shops".

BED MANUFACTURERS.

Each, per annum - - -

BOOKBINDERS.

See [illegible] of [illegible]

BOOK STORES AND STATIONERS.

Every person, firm, or corporation engaged in selling books and stationery, where fifty (50%) per cent or more of the business is derived from the sale of books and stationery, shall pay a license tax of, per annum ---------- $25.00

Where the principal business is [illegible] shall be paid of, per annum ---------- $25.00

PROVIDED, this shall not apply [illegible]

BOWLING ALLEYS.

Every person, firm, or corporation [illegible] or other place open to the public for the skilling of bowls [illegible] more seats or chairs, shall be charged per annum [illegible] each alley.

BOTTLING WORKS.

(a) Every person, firm, or corporation, [illegible] bottling, or distributing in bottles, or other closed containers [illegible] Cola, Pepsi-Cola, Ginger Ale, Chero-Cola, Dr. Pepper, [illegible] juices or imitations thereof, carbonated or malted beverages [illegible] tions, commonly known as soft drinks, shall pay a special license tax according to the following schedule, to-wit:

LOW PRESSURE EQUIPMENT.

Where the machine or the equipment [illegible] above named beverages is:

54 spouts or greater capacity, low-pressure filler	$225.00
44 spouts and less than 54 spouts, low-pressure fil er	187.50
36 spouts and less than 44 spouts, low-pressure filler	150.00
32 and less than 36 spouts, low-pressure filler	125.00
24 spouts and less than 32 spouts, low-pressure filler	93.75
18 and less than 24 spouts, low-pressure filler	62.50
12 and less than 18 spouts, low-pressure filler	37.50

HIGH PRESSURE EQUIPMENT.

Where the machine or the equipment [illegible] above named beverage is as:

Royal (8-head); Shields (6-head); Adriance (6-head); [illegible] pressure equipment having manufacturers' rating capacity of more than 150 bottles per minute ---------- $150.00

Royal (4-head); Adriance (4-head); Shields (4-head); (4 to automatic); [illegible] ing manufacturers' rating capacity of more than 75 and less than 150 bottles per minute ---------- $87.50

Royal (4-head); Adriance (2 head); Shields (2-head); (2 to automatic); or other high pressure equipment [illegible] manufacturers' rating capacity of more than 50 and less than 75 bottles per minute ---------- $62.50

Dixie (automatic); Shields (2-head non feed); Adriance (1-head); [illegible]son (1-head); Meyer (high pressure); Adriance (1-head pressure); or Burns' or other high pressure equipment having manufacturers' rating capacity of more than 24 bottles and less than 50 bottles per minute ---------- $43.75

Single-Head Shields; [illegible] (power), Baltimore (automatic) and all other machines, or equipment, having manufacturers' rating capacity of less than 24 bottles per minute, and all foot power bottling machines ---------- $18.75

PROVIDED, that any bottling machine or equipment unit [illegible] specifically mentioned shall bear the same tax as a bottling machine or equipment unit of the nearest rated capacity as hereinbefore enumerated; provided, that where any person, firm, or corporation, or association, has within the bottling plant or place of manufacture more than one bottling machine or equipment unit, then such person, firm or corporation, or association, shall pay the tax as herein specified upon every such bottling machine or equipment unit whether in actual operation or not.

(b) Every person, firm, corporation, or association distributing at wholesale, or jobbing, bottled beverages, as enumerated in sub-section (a), shall pay an annual license tax of ---------- $12.50

PROVIDED, however, that where the tax levied under sub-section (a) has been paid on any of the articles, machines, or equipment units enumerated therein, the tax levied under this sub-section shall not apply, nor shall any tax be collected on account of the delivery of the products, beverages, or articles enumerated in sub-section (a), and (b), when a tax has been paid under sub-section (a) or (b).

(c) Aerated, mineral, or other waters, selling or delivering in the City, per annum ---------- $25.00

-12-

(d) [illegible] applying to retail stores, [illegible] real or carbonated [illegible] ns of Chapter [illegible] vilege [illegible] annual license tax for [illegible] section (b) of this [illegible] $12.50

[illegible] each [illegible] other state, and [illegible] beverages on which the [illegible] of this section [illegible] [illegible] license [illegible]

[illegible]

[illegible]

[

person, for license; and file bond with a company licensed to do such business in the State of North Carolina as surety conditioned as the said Council may determine, which bond must be approved by the Solicitor of the Police Court; provided, every pawnbroker shall make a daily report to the Chief of Police, such report to give an accurate record of each individual article received or deposited as surety, showing name and address of owner, description of article, sufficient for identification, amount advanced for loan; such report to be made in a clear legible hand or on a typewriter.

Any person, firm or corporation, transacting the business of pawnbroker without a license, as provided in this section, or violating any of the provisions of this section, shall be guilty of a misdemeanor, and fined not less than fifty ($50.00) dollars.

BROKERS, STOCK.

Every dealer in stocks, bonds, or other securities, whether engaged in buying or selling on commission, or buying outright, shall pay a license tax of, per annum - - -

CASKETS, COFFINS—DEALERS IN.

Every person, firm, or corporation, engaged in the business of burying, and/or embalming the dead, or in the retail of coffins, caskets, or other funeral supplies, shall pay a license tax of, per annum - - - - - - - $100.00

Provided, this section shall not apply to a cabinet-maker who is not an undertaker, who makes coffins to order, nor to licensed embalmers.

CEMENT BLOCKS.

Manufacturers of cement blocks, or pipe manufacturers, each, per annum - $25.00

CEMENT--READY-MIXED.

Every person, firm or corporation dealing in Ready-Mixed Cement shall pay a license tax of per annum - - - - - - - - - - - - - - - - - - - $25.00

CEREAL MANUFACTURERS.

Every person, firm, or corporation, manufacturing cereals, shall pay a license tax of, per annum - $25.00

CHAUTAUQUAS AND ENTERTAINMENTS—CHARITABLE.

Per week or part week - $20.00

-16-

All exhibitions or entertainments given for the sole benefit of religious, charitable or educational objects, shall be exempt from taxation.

Provided, that when operas, Chautauquas, star courses, or theatrical troupes, are employed, such as usually appear in licensed halls, then the tax shall be the same as that imposed on traveling theatrical companies performing in unlicensed halls.

Provided, further, that no tax shall be charged for any exhibition or entertainment for the sole benefit of religious, charitable or educational objects, and given in halls used at the time exclusively for such objects, nor for exhibitions given at city parks where no charges for admission are made.

CHAIN AND BRANCH STORES.

Every person, firm, or corporation, engaged in the business of operating or maintaining, under the same general management, supervision, or ownership, ten or more stores or mercantile establishments in the State, where goods, wares and/or merchandise are sold, or offered for sale at retail, or wholesale, shall be deemed a branch or chain store operator. On each and every such store operated, a license tax shall be paid of, per annum - - - - - - - - - - $50.00

"Chain Store" Further defined: The term "chain stores" as used in this section shall include stores operated under separate charters of incorporation, if there is common ownership of a majority of stock in such separately incorporated companies, and/or if there is similarity of name of such separately incorporated companies, and/or if such separately incorporated companies have the benefit in whole or in part of group purchase of merchandise, or of common management. And in like manner the term "chain stores" shall apply to any group of stores where a majority interest is owned by an individual or partnership.

CHEMISTS, MANUFACTURER.

Each, per annum - $15.00

CHEWING GUM, DEALERS IN.

See "Candy".

CHICKENS, DUCKS AND TURKEYS.

Every person, firm, or corporation, selling from any business establishment, any chickens, ducks, or turkeys under six weeks of age, shall pay a license tax of, per annum - $10.00

NOT PRORATED.

CHINA AND QUEENSWARE.

Every person, firm, or corporation, engaged in the business of selling china and queensware, shall pay a license tax per annum, as follows:

Where the principal business is from the sale of such articles - $25.00

Where the principal business is not from the sale of such articles -

CIGARS, CIGARETTES, AND TOBACCO--RETAILERS AND JOBBERS.

Every person, firm, or corporation, manufacturing cigars, cigarettes, chewing tobacco, smoking tobacco, snuff, or any other tobacco products, shall pay a license tax of, per annum - $10.00

Every person, firm or corporation engaged in the business of retailing cigars, cigarettes, chewing tobacco, snuff, or any other tobacco products, shall pay a license tax of, per annum - $5.00

Every person, firm, corporation, engaged in the business of selling, wholesaling, and/or jobbing cigars, cigarettes, chewing tobacco, smoking tobacco, snuff, or any other tobacco products, shall pay a license tax of, per annum - $10.00

CIRCUSES.

Every person, firm, or corporation, engaged in the business of exhibiting in Asheville, shall pay a tax per performance, for each and every show, or other show, exhibition, or performance similar thereto, shall pay the following tax for each day or part thereof:

(a) Such shows and/or exhibitions traveling on railroads and requiring transportation of:

Not more than two cars - - - - - - - - - - - - - - - - - - -

CLAIM OR COLLECTION AGENCIES.

Every person, firm, corporation or association engaged in the business of operating a collection agency for the purpose of collecting amounts, bills, notes, or any other indebtedness from one person, firm or corporation in favor of another, shall pay a license tax of, per annum - - - - - - - - - - - - - $20.00

Provided, that this section shall not apply to a regularly licensed practicing attorney-at-law.

CLEANING AND PRESSING ESTABLISHMENTS.

See "Pressing Clubs".

CLEANERS OR DYERS OF HATS.

See "Pressing Clubs".

CLOTHING MERCHANTS.

Men's and Boys' Apparel.

Every person, firm, or corporation selling men's and boys' apparel at retail, shall pay the following graduated license tax based on the annual gross receipts:

Less than $2,000 annually - - - - - - - - - - - - -

(h) MISCELLANEOUS CONTRACTORS.

Every person engaged in business as a contractor, and not otherwise specifically taxed by this article, shall pay a license tax of, per annum - $15.00

PROVIDED, that no person, firm or corporation doing business under any or all of these sections from a to h herein specified, shall be granted any permit and no inspection shall be made where such permit or inspection is required, unless such person, firm or corporation have paid their City Privilege License as herein specified.

COTTON BROKERS.

See "Brokers, Cotton".

COTTON MILLS.

Every person, firm or corporation, operating a cotton mill, shall pay a license tax of, per annum - $150.00

COUPON BOOKS.

Every person, firm or corporation, issuing, selling and/or letting books or other similar devices containing coupons or tickets which may be presented at any business house for goods, wares or merchandise, or as a premium, or as an instrument to secure trade or patronage, shall pay a license tax of, per annum - $500.00

CREAMERIES, DAIRIES, AND MILK PASTEURIZERS.

(a) Each establishment shall pay a license tax of, per annum - $200.00

(b) On each motor vehicle hauling or delivering milk products at retail or wholesale, a license tax shall be paid of, per annum - - - - - - $10.00

(c) On each horse-drawn vehicle, a license tax shall be paid of per annum - $7.50

Provided, that where the $200.00 license is paid under sub-section (a) the taxes under sub-section (b) and (c) are not collectible.

"D"

DANCES.

Every person, firm or corporation, operating a dance hall where admission is charged, or where a charge per dance is made in the City of Asheville, shall pay a license tax of, per annum - $50.00

Where the annual license tax is not paid, per dance - - - - - - - - - - - - - $1.00

This tax shall not apply to any place where dances are given, regardless of whether other tax is paid or for what purpose the entertainments are to be given.

DANCING SCHOOLS.

Every person, firm or corporation, operating a dancing school, or place for giving instruction in dancing shall pay a license tax of, per annum - $15.00

DECORATORS.

Every person, firm or corporation, placing decorations or buntings on buildings, streets, or other places, for compensation, shall pay a license tax of:

Resident - $15.00
Itinerant - 25.00

NOT PRORATED.

DECORATORS, INTERIOR.

See "Interior Decorators".

DELICATESSENS.

Every person, firm or corporation, operating a delicatessen stand, shall pay a license tax of, per annum - $25.00

However, if restaurant service is given, a tax shall be paid as herein provided for restaurants.

DELIVERY AGENCIES.

Parcel or delivery companies shall pay a license tax, where automobiles or trucks are used, of per annum - $60.00

Provided, however, that persons, firms, or corporations, delivering packages, parcels or bundles, and charging for such service, and using bicycles, or delivering by other means, shall pay a license tax of, per annum - - - $15.00

Provided, further, that persons, firms, or corporations, delivering packages, parcels, bundles, by motorcycle, and charging for such service, shall pay a license tax of, per annum - $30.00

DENTAL LABORATORIES SUPPLIES OR EQUIPMENT.

Every person, firm or corporation, selling, distributing, and/or handling dental supplies, shall pay a license tax of, per annum - - - - - - - $50.00

Provided, however, that the provisions of this section shall not apply

to licensed drug stores or licensed dentists.

DENTISTS.

Exempt by State Statutes.

DETECTIVE AGENCIES.

Each, per annum - $20.00
Each employee of any agency, per annum - 5.00

DEVICES, TRADING STAMPS, ETC.

On every person, firm, or corporation, engaged in the business of issuing, selling, and/or delivering trading stamps or checks, receipts, certificates, tokens or other similar devices, or persons engaged in trade or business with the understanding or agreement expressed or implied that the same shall be presented or given up by the latter to their patrons as a discount, bonus, premium or as an inducement to secure trade or patronage, and that the person, firm or corporation, selling and/or delivering the same will give the person presenting or producing the same, money or thing of value, or any discount or preference in any way on account of possession or presentation thereof, license tax of, per annum - $200.00

(a) This section shall not be construed to apply to a manufacturer or a merchant who sells the goods, wares, or merchandise of such manufacturer, offering to present to the purchaser or customer a gift of certain value as inducement to purchase such goods, wares or merchandise.

DIRECTORIES.

Every person, firm or corporation, compiling, selling, or delivering directories, shall pay a license tax of, per annum - - - - - - - - - - - - $25.00

DOGS (THREE MONTHS OLD OR OVER):

Each, per annum (Male and Spade Female) - - - - - - - - - - - - - - - - - $1.00
Each, per annum (Female) - 2.50
Duplicate tags - .10

All dogs running at large in the City limits shall be muzzled or on leash.

PROVIDED, that any dog caught on the streets of the City of Asheville, without a City license, shall be impounded and an impounding fee of $1.00 shall be paid, in addition to the license as prescribed in this ordinance, and if the dog is not called for within five days, the owner shall have no claim on said dog.

If the licenses on dogs are not paid within five days from date of issue, the owner will be subject to a summons to the Police Court of the City of Asheville.

The City Tax Office, upon positive identification of a dog biting a person, shall notify the owner to confine said dog at a licensed veterinarian for 21 days, at the owner's expense.

Seven dogs or more, see "Kennels".

NOT PRORATED.

DOUGHNUTS.

All frozen novelty or doughnut machines, each, per annum - - - - $10.00

DRIVE-IN STORE LUNCHES.

See "Restaurants".

DRY GOODS AND/OR NOTIONS AT WHOLESALE.

Every person, firm or corporation selling dry goods, and/or notions, at wholesale, shall pay a license tax of, per annum - - - - - - - - - - - - $25.00

DYERS.

See "Pressing Clubs".

"E"

EGGS.

See "Poultry and Eggs".

ELECTRICAL ENGINEERS.

Exempt by State Statutes.

ELECTRICAL EQUIPMENT, FIXTURES OR SUPPLIES.

Every person, firm or corporation, selling or distributing any electrical equipment, supplies, or fixtures, where the principal business done is electrical equipment, fixtures, or supplies, shall pay a license tax of, per annum - $25.00

Where the principal business done is not from the sale of electrical equipment, fixtures, or supplies, a tax of, per annum - - - - - - - - - - - - - - $10.00

ELECTRICAL CONTRACTORS, PLUMBERS, STEAM AND GAS FITTERS.

See "Contractors".

ELECTRIC LIGHT COMPANIES.

On every electric light company, power company, gas company, or street railway company, doing business or having an office within the City, an annual license tax of one per cent on the gross receipts of its said business shall be paid.

ELECTRIC SIGNS.

Every person, firm, or corporation, selling, erecting, repairing, making, or distributing electric signs, shall pay a license tax of, per annum - - - - - - - - - - - - - - - - - - -

FISH, PEDDLERS OF.

Prohibited.

FISH AND OYSTER DEALERS.

Each, per annum - $25.00

Provided, that all dealers in fish and oysters shall secure a permit from the Health officer.

FISHING TACKLE. See "Athletic Supplies and Sporting Goods".

FIVE AND TEN CENT STORES.

Every person, firm or corporation, engaged in the operation of a business commonly known and designated as a "Five and Ten Cent Store", or where the majority of the articles of merchandise are offered for sale and are priced at less than one dollar, shall pay a license tax of, per annum - - - - - - $300.00

Provided, where this tax of $300.00 is paid, the "Chain Store" license tax, and all other license taxes levied by this ordinance on individual items, shall not be collectible, but otherwise, "Chain Store" tax and all of the other individual items shall be collectible.

FLAGS, ITINERANTS SELLING.

See "Balloons".

FLOOR FINISHERS.

Floor finishers using electrically operated machinery, shall pay a license tax of, per annum - $10.00

FLORISTS.

(a) On every person, firm or corporation, operating or maintaining a shop or store for the sale of flowers or ornamental plants, a license tax shall be paid of, per annum - $50.00

(b) No person, firm or corporation shall sell, offer for sale, exhibit or demonstrate any flowers or ornamental plants upon any public street, sidewalk, square or alley within the corporate limits of the City of Asheville, except on the curb market.

The foregoing tax shall NOT BE PRORATED.

(c) Flower Peddlers. Prohibited on all business streets and sidewalks within the fire district, except on curb market. See Curb Market ordinance for regulations.

FLOUR AND/OR GRIST MILLS.

Every person, firm or corporation operating a flour and/or grist mill, shall pay a license tax of, per annum - $50.00

Provided, where small grist mills grinding corn only, shall pay a license tax of, per annum - $10.00

FLOUR, MEAL AND FEED STORES.

Every person, firm or corporation whose principal business is the selling of flour, meal and/or feed at wholesale or retail shall pay a license tax of, per annum - $25.00

Provided, where retail grocery stores or other retail establishments, whose principal business is not the selling of feed, the tax shall be, per annum on feed - $5.00

FLYING-JENNY OR MERRY-GO-ROUND.

See "Riding Devices".

FORTUNE TELLERS.

See "Gypsies and Fortune Tellers".

FOUNDRIES AND MACHINE SHOPS.

Each, per annum - $50.00

Foundries or machine shops buying or selling old scrap brass, copper, or lead, are hereby required to keep the same records as are required of junk dealers.

FOUNTAINS, SODA.

Every person, firm or corporation, engaged in the business of operating a soda fountain or soft drink stand, shall pay a license tax as follows:

On each carbonated draft arm of each soda fountain, per annum - $5.00

FRANCHISES, SPECIAL.

See "Automobile service Stations on Sidewalks or Streets".

FRATERNAL INSURANCE ORDERS.

Exempt by State Statutes.

FRUIT PEDDLERS.

See "Fruits and Produce".

FRUIT STANDS.

Every person, firm or corporation whose principal business is selling fruits and/or vegetables shall pay for fruits and vegetables a license tax of - $10.00

Every person, firm or corporation whose principal business is not selling fruits and/or vegetables shall pay for fruits and vegetables a license tax of - $5.00

FRUITS AND PRODUCE--WHOLESALE.

(a) Every person, firm or corporation, who maintains a permanent place of business for the purpose of selling at wholesale, fresh fruits, vegetables, and produce, in the City of Asheville, shall pay a license tax of, per annum - $50.00

This tax shall not apply to farmers selling or offering for sale fresh fruits, vegetables, or farm products grown by seller.

The annual city license tax must be applied for and secured in advance before offering any of the above products for sale in the City of Asheville. This license cannot be prorated.

FUEL OIL.

Every person, firm, or corporation, engaged in the business of selling fuel oil at wholesale or retail, shall pay a license tax of, per annum - $25.00

FUR CLOTHING DEALERS.

(a) Every person, firm or corporation, selling either fur coats, muffs, fur scarfs, or other articles made in whole or in part out of fur, where 75 per cent of the gross sales or stock of merchandise carried consists of fur articles, shall pay a license tax of, per annum - - - - - - - - - $50.00

(b) Every person, firm or corporation, engaged in the business of remodeling, repairing, or storing furs, employing two helpers or less, per annum - $15.00

Employing more than two helpers, per annum - - - - - - - - - - - $25.00

FURS--HIDES EXCEPTED

Dealers in green or raw furs, each, per annum - - - - - - - - - - $25.00

FURNACE DEALERS.

Every person, firm or corporation selling or distributing furnaces or boilers, shall pay a license tax of, per annum - - - - - - - - - - - - - - $50.00

Provided, however, that where the principal business is not derived from the sale of furnaces and boilers, the tax shall be - - - - - - - - $25.00

FURNITURE STORES.

Every person, firm or corporation selling furniture, new or second-hand, at retail, having floor space of:

2,000 sq. ft or less, to 4,000 sq. ft., per annum - - - - - -	$15.00
4,000 sq. ft. to 6,000 sq. ft., per annum - - - - - - - - -	25.00
6,000 sq. ft. to 8,000 sq. ft., per annum - - - - - - - - -	40.00
8,000 sq. ft. to 10,000 sq. ft., per annum - - - - - - - -	60.00

10,000 sq. ft., and over, per annum - - - - - - - - - - - - - - - - $60.00
At wholesale, per annum - 150.00

Provided, however, that where any person, firm or corporation, operates a business not dealing with furniture exclusively, a tax shall be paid on the floor space devoted to the sale of furniture, but in no case shall the license tax be less than $15.00 per annum.

Every person, firm or corporation buying or exchanging used furniture, shall, before beginning business, secure a permit from the Health Officer.

mgs

GALLERIES, SHOOTING.

Each, per annum - $25.00

NOT PRORATED.

GAMES.

Games for sport or play, including boxing and wrestling matches operated for profit, not herein specifically licensed, each exhibition, or game - $5.00

The foregoing shall not be collected from inter-scholastic or inter-collegiate athletic contests or baseball games.

GAS COMPANIES.

See "Electric Light Companies".

GASOLINE DISTRIBUTORS.

See "Oils and Gasoline".

GASOLINE OR OIL PIPE LINES--ANNUAL.

Laid in or across any public street, sidewalk, or alley, a tax of 10 cents per lineal foot of such pipe line.

Provided, however, that no such pipe line shall be laid without first obtaining a license or permit by the City Manager, which license or permit may be granted or refused in the discretion of the Council, in the interest of public safety or convenience.

GIFT AND SOUVENIR SHOPS.

Every person, firm or corporation, engaged in the business of operating a gift or souvenir shop, shall pay a license tax of, per annum -$10.00

GINGERALE, BOTTLING, OR WHOLESALE DEALERS.

See "Bottling Works".

GLASS.

Every person, firm or corporation, selling or distributing glass, shall pay a license tax of:

At wholesale, per annum - $100
At retail, per annum - 50

GOLF, MINIATURE.

Per annum - $10.00

GOODS, WARES, AND MERCHANDISE--PEDDLING OF.

(a) Any person, firm or corporation, who or which shall carry from place to place any goods, wares or merchandise, and offer to sell or barter the same, or actually sells or barters the same, shall be deemed a peddler,

and shall apply for and procure from the collector of special license taxes a municipal license for the privilege of transacting such business and shall pay for such license the following annual tax:

Peddling on foot, per annum - - - - - - - - - - - - - - - - - - - $5.00
Peddling with horse drawn vehicles, per annum - - - - - - - - - - 5.00
Peddling with passenger car or with small trucks, up to and including one-half ton capacity - - - - - - - - - - - - - - - - - - 7.50
Trucks of over one-half ton capacity - - - - - - - - - - - - - - 12.50

PROVIDED, however, that before license can be issued by the City to permit peddling within the corporate limits of the City of Asheville, every such person shall exhibit to the Tax Collector his or its state license for the privilege of peddling.

Any person, firm, or corporation employing the service of another as a peddler, whether on a salary or on a commission basis, shall be liable for the payment of taxes levied in this section.

(b) Any person, firm or corporation, who or which sells or offers to sell, from a cart, wagon, truck, automobile, or other vehicle, operated over and upon the street within the City, any fresh fruits and/or vegetables shall be deemed a peddler within the meaning of this section, and shall pay the annual license tax levied in Sub-section (a) of this section with reference to the character of vehicle employed.

(c) Any person, firm or corporation, who or which sells or offers for sale, from any railway car, fresh fruits and/or vegetables, shall be deemed a peddler within the meaning of this section and shall pay an annual license tax of - - - - - - - - - - - - - - - - - - -

For persons other than typists receiving rewards for pretending to tell fortunes, each, per annum - $1,000.00

-30-

HAIRDRESSERS.

See "Barber Shops, etc."

HARDWARE DEALERS.

Every person, firm or corporation engaged in the business of selling hardware, shall pay a license tax, per annum, as follows:

Where the principal business is derived from the sale of hardware - $25.00

Where the principal business is not derived from the sale of hardware - $5.00

HARNESS OR SHOE REPAIRERS OR MANUFACTURERS.

Each itinerant - - - - - - - - - - - - - - - - - - -

[illegible] manufacturing plant is outside of the [illegible] selling and delivering within the City, shall pay a license tax of, per annum - $150.00

[illegible]

See "Agricultural Implements and Machinery".

INSURANCE AGENTS.

Exempt by State Statutes

INSURANCE FIRE COMPANIES.

Exempt by State Statutes.

INSURANCE FIRE ADJUSTERS.

Exempt by State Statutes.

INSURANCE--FRATERNAL ORDERS.

Exempt by State Statutes.

INSURANCE--TITLE.

See "Title Insurance".

INTERIOR DECORATING AND WALL-PAPER HANGING.

Every person, firm or corporation engaged in the business of paper-hanging, or engaged in the business of interior decorating, shall pay a license tax as follows:

Wall-paper hanging, per annum - - - - - - - - - - - - - - - - - $10.00
Interior decorating, per annum - - - - - - - - - - - - - - - - - 10.00
Interior decorating does not include painting or wall-paper hanging.

"J"

JEWELRY.

Every person, firm or corporation operating a jewelry store, or shop, or selling plated and silverware, shall pay a license tax of, per annum - $45.00

Every person, firm or corporation having a jewelry department, selling plated or silverware or what is commonly known as costume or ornamental jewelry and not engaged principally in the sale of jewelry, shall pay a license tax of, per annum - $10.00

JEWELRY STANDS.

Every person, firm or corporation making key rings, tags, etc., in any place other than a building for such purposes, shall pay a license tax of, per annum - $10.00

NOT PRORATED.

PROVIDED, that no person shall be allowed to make jewelry, key rings, tags and trinkets upon public property or on the streets, sidewalks, or alleyways of the City.

JEWELRY REPAIR SHOPS--OR WATCHMAKERS.

Every person, firm or corporation operating a jewelry or watch repair shop shall pay a license tax of, per annum - - - - - - - - - - - - - - - - - - -

[illegible] $50.00

[illegible] having a general office, or selling from a [illegible] place, shall pay a license tax of, per annum - - - - - - - - - $10.00

LINEN SHOPS.

Every person, firm or corporation renting or placing towels or other linens for a rental, or on a fee basis, shall pay a license tax of, per annum - - - - - - - - -

during any week of the tax year a meat market operator sells more meat than allowed in the Class in which he is paying license he shall be required to pay the difference between that and the Class in which he belongs.

Provided, that such license tax shall be paid for each meat market operated within the corporate limits of the City of Asheville.

Every person, firm or corporation selling cured and/or spiced meats only (salt pork and fatback excluded) shall pay a license tax of, per annum - $10.00

Provided, however, meat markets paying license for handling fresh meats shall not be liable for the additional license on cured and/or spiced meats.

(b) Every person, firm or corporation engaged in the wholesale distribution or sale of fresh cured meats - - - - - - - - - - - - - - - - - - - $50.00

(c) Every person, firm or corporation storing, jobbing, or selling meats of any kind from warehouses within the city limits - - - - - - - - - $150.00

Provided, that the provisions of this section shall not apply to any persons, firms or corporations who have paid the tax levied on packing houses.

NOTE: Meat not having been salted longer than twenty days shall be considered fresh meat, and the license shall be collected on retail and wholesale dealers of fresh meats. PROVIDED, that from and after the passage of this ordinance it shall be unlawful for any person, firm or corporation to operate a meat market without first obtaining a meat market permit from the health officer which must be in force during period of operation and a copy of the same must be conspicuously posted at all times within the said market so as to be plainly visible to all customers who may patronize such market.

MEAT DISTRIBUTORS.

Every person, firm or corporation, selling, distributing and delivering meat at wholesale or retail, and not having a place of business in the City of Asheville, shall pay a license tax of, per annum - - - - - - - - - - - - $50.00

Handling sheep only - $15.00

PROVIDED, the provisions of this section shall not apply to persons, firms or corporations paying packing house license.

MEDICINE SELLERS OR VENDORS.

See "Goods, Wares and Merchandise".

Free shows in connection with the selling of medicines or other merchandise is other than licensed theatres or moving picture shows, prohibited within the corporate limits of the City of Asheville.

[illegible]

See [illegible].

[illegible] Also see "Bankrupt or Fire Stock".

[illegible] or merchant

[illegible] selling as proprietor or agent in any lot or [illegible], goods, wares, or merchandise, on which an itinerant or other tax is not herein specifically imposed, shall pay a license tax of, per annum - $100.00

[illegible]

PROVIDED, that all such sales on any street, square, alley or other municipal property in Asheville prohibited.

Provided, however, that no tax shall be collected from trustees or officers of a Bankruptcy Court making sales under Order of Court.

MERCHANTS—PEDDLING.

See "Goods, Wares and Merchandise".

MERCHANTS—TAILORS.

Employing two helpers or less, per annum - - - - - - - - - - - - - - $10.00
Employing over two helpers, per annum - - - - - - - - - - - - - - - 25.00

MERCHANTS AND STOCK BROKERS.

See "Brokers".

MERRY-GO-ROUND OR FLYING JENNY.

See "Riding Devices".

METAL BROKERS AND DEALERS.

Every person, firm or corporation buying and selling, either as agent or principal, old metal, old brass, lead and any other metal, shall pay a license tax of, per annum - $150.00

METAL WORKING ESTABLISHMENTS OR TIN SHOPS.

See "Contractors and Construction Companies".

METALLIC CARTRIDGES.

See "Pistols".

METALLIC, BRASS, OR IRON KNUCKLES.

See "Bowie Knives".

MILK PASTEURIZERS AND CREAMERIES.

See "Creameries and Dairies".

MILL SUPPLIES.

Every person, firm or corporation [illegible] factory [illegible] - - - - - - - - - - - - - - - - - - -

...all other forms of amusement not otherwise taxed or specifically enumerated in this act for which an admission is charged; every person, firm or corporation engaged in such business shall pay an annual license tax on each room, hall, or tent where such admission charges are made of, per annum - $25.00

MULTIGRAPH, MIMEOGRAPH--GESTNER IN:

Exempt by State Statute.

MULTIGRAPH SHOPS.

Every person, firm or corporation multigraphing or mimeographing letters, advertisements or other documents for compensation, shall pay a license tax of, per annum, as follows:

1 operator - $10.00
2 operators - 15.00
More than 2 operators - 25.00

"N"

NEWS DEALERS ON TRAINS.

Exempt by State Statutes.

NEWSPAPER CONTESTS.

Every person, firm or corporation conducting any newspaper contest, shall pay a license tax as follows:

Weekly, semi-weekly or monthly newspapers, magazines or periodicals - $25.00
Daily newspapers - 100.00

NEWS STANDS.

Per annum - $2.50

NEWS STANDS ON STREETS OR SIDEWALKS.

Prohibited.

-41-

NEWSPAPER OR MAGAZINE DISTRIBUTORS.

Per annum - $25.00

NURSERIES.

Every person, firm or corporation ... selling or displaying for the purpose of advertisement ... shall pay a license tax of, per annum - - - - - - - - - - - - - - - - - - -

PROVIDED, where roofing is sold an additional tax of $5.00 shall be charged.

PAPER OR PAPER PRODUCTS.

Every person, firm or corporation engaged in the sale or distribution of paper or paper products, where twenty per cent or more of their business is the sale or distribution of paper, shall pay a license tax of, per annum - - -

See "Undertakers".

PLUMBING SUPPLIES.

Every person, firm or corporation selling plumbing supplies, fixtures and/or equipment and/or at retail, shall pay a license tax of, per annum (wholesale) - - - - - - - - - - - - - - - - - $100.00

PROVIDED, every person, firm or corporation selling plumbing supplies, fixtures and/or equipment at retail, shall pay a license tax of, per annum - - - - - - - - - $50.00

PROVIDED, however, where the above license is paid, then the contractor's license shall not be required.

POLES, CROSS-TIES, OR SIMILAR ARTICLES.

See "Buying and Shipping Of".

PONY AND DOG SHOWS.

See "Circuses".

POOL ROOMS.

See "Billiards".

POULTRY—EGGS.

Every person, firm or corporation buying or selling poultry or eggs, at wholesale, shall pay a license tax of, per annum - - - - - - - - - $20.00

Where poultry and eggs are sold, at wholesale - - - - - - - - 10.00

POWER, GAS AND ELECTRIC LIGHT COMPANIES.

See "Electric Light Companies".

PRESSING CLUBS, DRY CLEANING PLANTS, AND HAT BLOCKERS.

Every person, firm or corporation engaged in the business of pressing and/or dry cleaning any article of clothing, re-shaping, cleaning and/or re-blocking any hats, shall pay a license tax of, per annum, as follows:

-46-

(a) Where not more than three persons are employed - - - - - - - $10.00
(b) Where more than three persons and not more than six persons are employed - 25.00
(c) Where more than six persons are employed - - - - - - - - - - 40.00

Every person, firm or corporation operating what is commonly called a cash and carry office, receiving laundry and/or cleaning and pressing shall pay a tax of, per annum - $10.00

PRINTED ADVERTISEMENTS, SIGN TACKING, ETC.

See "Advertising—Distributors of Samples".

PRINTING AGENTS.

See "Agents, not Specifically Taxed".

PRINTING ESTABLISHMENTS.

Every person, firm or corporation operating a printing press, whether part time or not, or whether employing a helper or not, shall pay a license tax of, per annum - $10.00

Without bindery, employing one workman, per annum - - - - - - - - 10.00
Without bindery, employing two workmen, per annum - - - - - - - - 15.00
Without bindery, employing more than two workmen, per annum - - - 25.00
With bindery, per annum - 30.00

PRODUCE AND FRUITS.

See "Fruits and Produce".

PROFESSIONAL ART—SEALING.

Exempt by State Statutes.

PROFESSIONAL LECTURERS.

See "Lecturers".

PUBLIC ADVERTISEMENT OF ADVERTISEMENTS BY USE OF BRASS BANDS, ETC.

See "Advertising".

PUBLIC CHAUFFEURED AUTOMOBILES.

See "Motor Vehicles for Hire".

PUBLIC STENOGRAPHERS.

Every person, firm or corporation engaged in public stenographic work, shall pay a license tax, for each person so engaged, of per annum - $2.50

"Q"

QUARRY ROCK

(a) On each rock quarry, a license tax shall be paid of, per annum - $50.00

(b) Every person, firm or corporation, selling, hauling or delivering rock quarry products in the City of Asheville, not having paid the tax under sub-section (a), and not having a quarry within the City of Asheville, shall pay the following tax:

On each truck of two-ton capacity or less, per annum - - - - $25.00
On each truck of more than two-ton capacity, per annum - - - - 50.00

QUEENSWARE AND CHINA.

See "China and Queensware".

"R"

RACKS FOR KNIVES OR GAMES.

See "Cane Racks".

RADIO INSTRUMENTS OR RADIO ENTERTAINMENT ACCESSORIES.

See "Organs", etc.

REAL ESTATE AUCTIONEERS.

See "Auctioneers".

RELIGIOUS ENTERTAINMENT.

See "Circuses and Entertainments".

REPAIR SHOPS.

Any repair shop operating in the City of Asheville, by whatsoever name called, not elsewhere specifically licensed or taxed in this ordinance, shall pay an annual license tax as follows:

Working one workman - $5.00
Working two or three workmen - - - - - - - - - - - - - - - - - - - 10.00
Working three workmen or more - - - - - - - - - - - - - - - - - - - 15.00

REPAIR SHOPS—CABINET.

See "Cabinet Repair Shops".

REPAIR SHOPS—CARRIAGE.

See "Carriage Repair Shops".

REPAIRING OR MANUFACTURING OF HARNESS OR SHOES.

See "Harness or Shoe Repairers".

REPAIRERS OR TUNERS OF ORGANS OR PIANOS.

See "Organ Tuners".

RESTAURANTS, LUNCH ROOMS, HOTEL DINING ROOMS, OR DRUG STORES.

(a) Every person, firm or corporation engaged in the business of operating a restaurant, cafe, cafeteria, hotel with dining service on the European Plan, drug store, or other place where prepared food is sold, shall pay an annual license tax based on the number of persons provided for with chairs, stools, or benches, and shall be 50¢ per seat, with a minimum tax of - $2.50

(b) All other stands or places where prepared food is sold as a business, and drug stores, service stations, and other stands or places where prepared sandwiches only are served, shall pay an annual license tax of - $2.50

RIDING DEVICES.

Every person, firm or corporation engaged in the operation of a bagatelle table, merry-go-round, flying jenny, ferris wheel, whip, tango, swing, caterpillar, tumble-bug, hobby-horse, switchback railway, shooting gallery, skating rink, or other amusement devices of a like kind, or a place for other games or play with or without name (unless used solely and exclusively for private amusement and exercise), at a permanent licensed place, shall procure a special license for the privilege of operating such objects of amusements, and shall pay for each object enumerated the following tax, per annum - - - - - - - - - - - - - - - - - - -

ROOMS OR HALLS USED AS THEATERS.

See "Halls".

ROOTS AND HERBS.

Every person, firm or corporation buying or selling roots, herbs, or other medicinal plants, shall pay a license tax of, per annum - $150.00

RUBBER STAMPS.

Every person, firm or corporation engaged in the exclusive business of manufacturing rubber stamps, stencils and seals, where 75 per cent of the business is derived from the manufacture of such articles, shall pay a license tax of, per annum - - -

[redacted]

[redacted] Fountains, Soda".

[redacted] TAXES.

Every person, firm or corporation selling or distributing fruits, syrups, or other supplies used at a soda fountain, where fifty per cent of the gross sales or stock of merchandise carried consists of fruits, syrups, or other supplies used at a soda fountain, shall pay a license tax of, per annum - - -

Each, per annum - - -

If not more than one person is employed, per annum - - - - - $5.00
If more than one person is employed, per annum - - - - - - - 10.00

UPHOLSTERING.

Every person, firm or corporation engaged in the business of upholstering or repairing furniture, shall pay a license tax of, per annum - $15.00

PROVIDED, this tax shall not be collected from persons, firms or corporations paying a tax on furniture stores.

USED PARTS—AUTOMOBILE EQUIPMENT.

See "Automobile Equipment—Used Parts".

"V"

VAUDEVILLE COMPANIES, TRAVELING THEATRICAL COMPANIES, ETC.

See "Moving Pictures", also "Theatres".

VEHICLE OR WAGONS—ADVERTISING WITH.

See "Advertising".

VETERINARY SURGEONS.

Exempt by State Statutes.

VICTROLAS AND GRAPHOPHONES.

See "Organs, Pianos and Music, etc.

VULCANIZING.

See "Automotive Services".

"W"

WAGONS OR VEHICLES DRIVEN THROUGH STREETS WITH ADVERTISING SIGNS.

See "Advertising".

WALKING ABOUT STREETS DISPLAYING SIGNS.

Each and every person, firm or corporation employing someone to walk about the streets and display, for the purpose of advertising, a sign or signs, shall pay a license tax of, per day - $1.00

Per week - 5.00

WASHING MACHINES.

Exempt by State Statutes.

WATERMELONS—SLICED OR CUT.

On each and every person, firm or corporation selling or offering for sale, sliced or cut watermelon, shall be paid a license tax of, per annum - $10.00

NOT PRORATED.

The foregoing tax shall not be collected from restaurants or drug stores who have paid the prescribed tax, and all sales shall be subject to ordinances applicable to food handling establishments.

WEIGHING MACHINES.

See "Machines, Slot".

WELDING SHOPS.

Every person, firm or corporation who makes repairs of anything by welding, shall pay a license tax of, per annum - - - - - - - - - - - - - - - - - - -

Section 17.

That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed; provided, that such repeal shall in no way affect any rights heretofore acquired for the collection of any taxes heretofore made, or any right heretofore acquired under any ordinance of this city.

I move the adoption of the foregoing ordinance, this the 6 day of May, 1954.

Frank McElroy
COUNCILMAN

SECONDED BY: J W McRary
COUNCILMAN

Read, approved, and adopted by the Council at first reading, 6 day of May, 1954, with all members of the Council present voting "aye".

-58-

"aye"; read, approved and adopted by the Council on second reading, 13 day of May, 1954, with all members of the Council present voting "aye"; and upon its third reading approved and adopted on the 20 day of May, 1954, with all members of the Council present voting "aye". This ordinance shall become effective 1 day of June, 1954.

E. W. Eller
MAYOR

Margaret Timmons
CITY CLERK

APPROVED AS TO FORM:
Robt. W. Wells
CORPORATION COUNSEL

Councilman Morgan introduced a resolution regretting death of Clyde R. Hoey, which was signed and unanimously adopted by the council.

Complete copy of resolution will be found in Resolution Book #3 at page 233.

Councilman Abernethy introduced a resolution authorizing the calling of certain City of Asheville bonds and authorizing the Sinking Fund Commission for Buncombe County to publish notice in the Bond Buyer of New York, which was, upon motion of Councilman Abernethy, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 234.

Mayor Eller advised the Council that a conference had been arranged next Wednesday between Dr. Lord, Dr. Brady Morgan, and Mr. C. C. Applewhite of the local health division of the State Board of Health.

There was a short discussion on consolidation of city and county health departments.

A petition was received from property owners in the Cordova Street area objecting to the installation of a fuel oil storage tank on Cordova Street.

The petitioners were assured that no building permit would be granted for such erection until there was a public hearing on the matter.

There being no further business, the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Margaret Timmons
CITY CLERK

Thursday, May 27, 1954 - 4:00 o'clock P. M.

The City Council met in regular session on Thursday, May 27, 1954, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen R. I. Pressley, C. B. Morgan, J. W. McRary, F. M. Mulvaney, L. B. Sumner, W. I. Abernethy, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Councilman Morgan introduced a resolution authorizing Mayor to execute option agreement with Wachovia Bank and Trust Company, which was, upon motion of Councilman Morgan, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 43 at page 235.

North Carolina
Buncombe County

OPTION

THIS OPTION, made and entered into this _____ day of May, 1954, by and between WACHOVIA BANK AND TRUST COMPANY, a banking corporation organized and existing under the laws of North Carolina, party of the first part, and THE CITY OF ASHEVILLE, a municipal corporation organized and existing under the laws of North Carolina, party of the second part;

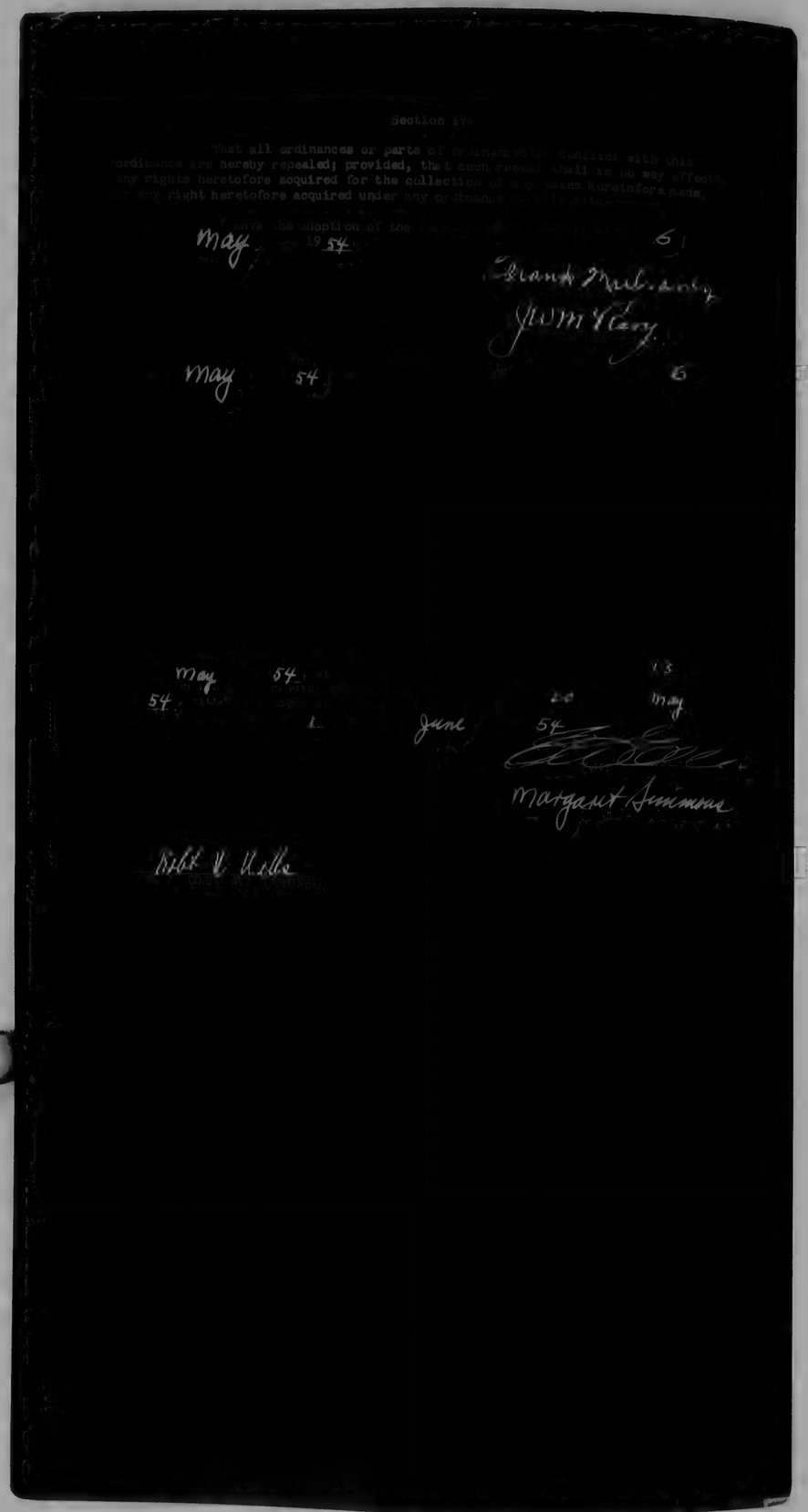
W I T N E S S E T H:

THAT WHEREAS, the party of the second part is interested in providing greater fire protection to its residents in the Northern part of the City of Asheville by the erection of a branch fire station in said North section and by providing personnel and equipment for the operation of said branch fire station; and

WHEREAS, the party of the first part having recently acquired a tract of land abutting on Merrimon Avenue, Colonial Place and Mt. Vernon Circle in the City of Asheville on which it has erected a branch office of its Asheville Bank, is desirous of cooperating with the party of the second part by making available at a reasonable price to the party of the second part a portion of said tract to be used for the purpose hereinabove referred to, provided said use shall not seriously impair or detract from the use or the value of the remainder of said property for banking or other purposes.

NOW, THEREFORE, for and in consideration of the premises and the sum of Ten ($10.00) Dollars to it in hand paid, receipt of which is hereby acknowledged, said party of the first part does hereby give and grant unto said party of the second part the right and option to purchase from said party of the first part a certain tract or parcel of land being in the City of Asheville, County of Buncombe, State of North Carolina, and more particularly described as follows:

BEGINNING at an iron pin in the paving at the intersection of the north margin of Colonial Place (formerly King Street) and the East margin of Mt. Vernon Circle), said iron pin being the Southwestern corner of the property of Wachovia Bank and Trust Company as shown on a plat thereof duly recorded in the Office of the Register of Deeds for Buncombe County, North Carolina in Plat Book 27 at Page 91 and runs thence with the Northern margin of Colonial Place South 88 deg. 27' East 100 feet to a stake at the Southwestern corner of a tract of land heretofore leased to the Texas Company for a filling station; thence with the Western line of said last named tract, North 22 deg. 56' East 110 feet to a stake and an "x" in a concrete wall, Northwestern corner of said Texas Company


Section 17.
That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed; provided, that such repeal shall in no way affect any rights heretofore acquired for the collection of any taxes heretofore made, or any right heretofore acquired under any ordinance hereby repealed.
May 19 54
Brandt Mulvaney
J W McRary
May 54
May 54
June 54
Margaret Summons
Robt L Wells

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There was a short discussion on consolidation of city and county health departments.

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The minutes of the previous meeting were read and approved.

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Buncombe County

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W I T N E S S E T H:

THAT WHEREAS, the party of the second part is interested in providing greater fire protection to its residents in the Northern part of the City of Asheville by the erection of a branch fire station in said North section and by providing personnel and equipment for the operation of said branch fire station; and

WHEREAS, the party of the first part having recently acquired a tract of land abutting on Merrimon Avenue, Colonial Place and Mt. Vernon Circle in the City of Asheville on which it has erected a branch office of its Asheville Bank, is desirous of cooperating with the party of the second part by making available at a reasonable price to the party of the second part a portion of said tract to be used for the purpose hereinabove referred to, provided said use shall not seriously impair or detract from the use or the value of the remainder of said property for banking or other purposes.

NOW, THEREFORE, for and in consideration of the premises and the sum of Ten ($10.00) Dollars to it in hand paid, receipt of which is hereby acknowledged, said party of the first part does hereby give and grant unto said party of the second part the right and option to purchase from said party of the first part a certain tract or parcel of land being in the City of Asheville, County of Buncombe, State of North Carolina, and more particularly described as follows:

BEGINNING at an iron pin in the paving at the intersection of the north margin of Colonial Place (formerly King Street) and the East margin of Mt. Vernon Circle), said iron pin being the Southwestern corner of the property of Wachovia Bank and Trust Company as shown on a plat thereof duly recorded in the Office of the Register of Deeds for Buncombe County, North Carolina in Plat Book 27 at Page 91 and runs thence with the Northern margin of Colonial Place South 88 deg. 27' East 100 feet to a stake at the Southwestern corner of a tract of land heretofore leased to the Texas Company for a filling station; thence with the Western line of said last named tract, North 22 deg. 56' East 110 feet to a stake and an "x" in a concrete wall, Northwestern corner of said Texas Company

tract; thence North 81 deg. 52' West 150 feet more or less to a stake in the Eastern Margin of Mt. Vernon Circle; thence with said margin of Mt. Vernon Circle South 3 deg. 03' East 120 feet more or less to the point or place of BEGINNING, being the Southwestern portion of the property described in a deed from L. O. Huckaby and wife to Wachovia Bank and Trust Company dated 18 August 1953 and duly recorded in said Register Office.

SUBJECT, however, to easements for street and sidewalk purposes, to easements for public utilities and taxes payable for the year of closing, which are to be prorated between the parties hereto. SUBJECT also to an easement 15 feet wide running Northeastwardly from Colonial Place along and just West of the Eastern portion of the property herein described to the North boundary thereof, which easement is hereby reserved for the joint use of the party of the first part, its employees and customers, successors and assigns, along with the party of the second part.

The terms and conditions of this option are as follows:

1. This option shall exist and continue to and including the 15th day of May, 1955, but no longer.

2. If the party of the second part elects to purchase said land under this option, the purchase price therefor shall be NINE THOUSAND SEVEN HUNDRED AND NO/100 ($9,700.00) DOLLARS payable in cash upon delivery of the deed.

3. This option shall not be assignable by the party of the second part.

4. It is expressly understood and stipulated by and between the parties hereto that if the party of the second part elects to purchase said property, that said property shall be used only for the purpose of the erection, maintenance and operation of a fire station and for no other purpose and that any building or structure erected thereon shall be so erected as to conform generally with the type of architecture and construction of the bank building owned by the party of the first part and located on the property adjacent thereof. It is further understood and agreed that the plans and specifications for said fire station shall be approved by the party of the first part in writing prior to the construction of said fire station.

At any time within the period above limited but not thereafter the party of the first part will make, execute and deliver to said party of the second part a good and sufficient deed for said land in fee simple with general warranty and free from encumbrances except easements hereinabove referred to and restrictions incorporating the terms hereof relative to the use of the property by the party of the second part and the erection of structures thereon, upon the payment by said party of the second part of the said purchase price in the form and manner above set out.

IN TESTIMONY WHEREOF, said party of the first part has caused this option to be signed in its corporate name by its Vice President and attested by its Assistant Secretary and sealed with its common corporate seal on the day and year first above written.

Attest:

WACHOVIA BANK AND TRUST COMPANY

By_____
Vice President

_____

VA[illegible] - [illegible]

The City Manager advised the Council that the requirements of the Board of Adjustment as to the installation of an oil storage tank on Cordova Street had not been complied with and no building permit had been issued as yet.

[illegible] - [illegible]

The City Manager advised that the City of Asheville and County of Buncombe had filed a joint application for a new airport facility for consideration by the Civil Aeronautics Administration.

There being no further business, the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Margaret Timmons
CITY CLERK

Thursday, June 3, 1954 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, June 3, 1954 at 4:00 o'clock P. M. with Mayor E. W. Eller presiding; Present: Councilmen W. I. Abernathy, Frank Mulvaney, R. I. Presley, J. W. McRary, T. B. Sumner, Clarence Morgan and City Manager Weldon Weir.

The minutes of the previous meeting were read and approved.

[illegible]

A Progress Report from the Advisory Board of Smoke Abatement was presented by the City Manager for information of the Council.

[illegible] 1952-1953

City Manager Weir presented the 1954-55 Budget requests for the city departments for study by the Council, and advised that a date would be set at the next meeting for final consideration.

He also advised the Council that the budget contained request from the Public Welfare and Health Department which is a point of discussion at this time.

[illegible]

Mayor Eller presented copy of the Minutes of the Buncombe County Board of Health Meeting held June 1, 1954 which contained a resolution of the Board as follows:

"It is recommended by the Boncombe County Board of Health that the appropriations made last year for health, both by the City and by the Board of County Commissioners, be continued for the next fiscal year. If these appropriations are continued the Buncombe County Board of Health gives its approval to a consolidation of the City Health Department and the Buncombe County Board of Health into one health program to be administered by the Buncombe County Board of Health as is provided by law and to be effective July 1, 1954. It is further recommended that during the next twelve months a thorough study be made of health costs and services with a view of determining the most equitable method of satisfactory apportionment of health costs between County and City as a long range program."

After much discussion motion was made by Councilman Morgan, seconded by Councilman Mulvaney and unanimously adopted that the City Manager confer with the City Health Officer to the end of submitting to the City Council an itemized statement of specific health services necessary in the City of Asheville, over and above the basic health services furnished by the County of Buncombe and/or the Buncombe County Board of Health; this itemized statement to reflect the cost of each respective service. The City Managers report to be available to the City Council at its next regular meeting.

There being no further business the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Lillian Hunter
Acting CITY CLERK

Thursday, June 10, 1954 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, June 10, 1954 at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. I. Abernathy, Frank Mulvaney, R. I. Presley, J. W. McRary, T. B. Sumner, Clarence Morgan, City Manager Weldon Weir and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

The meeting was opened with a prayer by the Rev. John W. Tuton, Rector of Trinity Episcopal Church.

CIVIL SERVICE BOARD - APPEAL
OF C. J. LANNING

A communication from the Civil Service Board was read advising the Council that S. J. Pegram, Attorney for C. J. Lanning, a former policeman, was filing notice of appeal. City Manager Weir reported that S. J. Pegram requested a delay in this case and the hearing and action thereon was continued by the Council.

June 7, 1954

City Council
City of Asheville
C/o City Clerk
Asheville, N. C.

Gentlemen:

Submitted herewith are excerpts from the minutes of the May 7, 1954 Civil Service Board Meeting; excerpts from the minutes of the June 4, 1954 meeting of the Civil Service Board, including notice of appeal to the City Council by Sam J. Pegram, Attorney for C. J. Lanning, also copy of the legal opinion of Philip C. Cocke, General Counsel to the Civil Service Board, concerning request of C. J. Lanning and J. Frank Ledwell for reinstatement to the Police Department.

Yours very truly,

CIVIL SERVICE BOARD

Robert Y. Praytor
Executive Secretary

CC: Robert W. Wells
Corporation Counsel
Sam J. Pegram
Attorney

EXCERPTS FROM MINUTES OF CIVIL SERVICE BOARD
May 7, 1954

C. J. Lanning appeared before the Board asking that he and Frank Ledwell be reinstated in their positions as policemen from which they were dismissed on January 5, 1953. He admitted he had made a mistake but stated that he had about 10 years service with the Police Department, this was his home, and in the future

he would do everything in his power to redeem himself if he could be placed back on the force. Upon being asked what action the Board could take in this matter, Mr. Cocke advised that the matter could be taken under consideration but that it was definitely ruled that Mr. Lanning was not under Classified Service on the date of April 10th and the City Council could be asked to amend their rules concerning Mr. Lanning and Ledwell. He also stated that Mr. Lanning was discharged in January, 1953 and was not a member of Classified Service as of April 10th when the present Civil Service Act went into effect, that his name was not on the payroll and the Court so held. Mr. Lanning stated that he was called back to work on May 1, 1953 and worked for 15 days, also stating that Mr. Ledwell was now working at the City Garage but that he (Lanning) was not working at this time. Mr. Goode stated Mr. Lanning had not legally been put back to work and that he had no authority to pay him or re-instate him unless new rules were passed permitting him to take an examination. Mr. Cocke advised that he would be glad to study the case, and upon motion of Mr. Bailey, duly seconded and unanimously approved the matter was turned over to Mr. Cocke for study and report at the next meeting. Mr. Malone offered his services in this matter.

EXCERPTS FROM MINUTES OF CIVIL SERVICE BOARD
June 4, 1954

Legal opinion concerning reinstatement of C. J. Lanning and J. Frank Ledwell in the Police Department was read by Mr. Cocke. Motion was made by Mr. Malone, seconded by Mr. Bell and unanimously adopted that the report be accepted and filed.

Mr. S. J. Pegram appeared before the Board in behalf of C. J. Lanning stating that in view of Mr. Cocke's report he realized there was no hope in getting Mr. Lanning back to work and was filing notice of appeal to the City Council. Mr. Goode advised Mr. Pegram there was nothing the Board could do toward placing Mr. Lanning back in the Police Department. Mr. Malone moved that the Secretary notify the City Council regarding Mr. Pegram's intention to appeal and forward same, together with all records pertaining to the Lanning case to the Council. Motion was seconded by Mr. Fisher and unanimously adopted.

June 1, 1954

Dr. John A. Goode, Director
Civil Service Board
City of Asheville, N. C.

In re: C. J. Lanning and
J. Frank Ledwell

Dear Dr. Goode:

Pursuant to instructions given me by the Civil Service Board on May 7, 1954, I hereby hand you a legal opinion relative to the reinstatement of C. J. Lanning and J. Frank Ledwell, in the Police Department, of the City of Asheville, under the Classified Service.

Under the present existing rules of the Civil Service Board, the Board is without authority to reinstate Mr. Lanning and Mr. Ledwell in either the Police Department or the Fire Department of the City of Asheville. However, either one of the applicants may take a Civil Service examination for any position under the Classified Service of the City of Asheville in any department, other than the Police Department or the Fire Department.

Under Rule #4 of the Civil Service Commission of Asheville, I quote:
Police Department: "The applicant must have reached his 21st birthday and not have reached his 30th birthday. Intra-departmental promotions shall not be made after employee has reached 50 years of age."
Fire Department: "The applicant must have reached his 21st birthday and not have reached his 30th birthday. Intra-departmental promotions shall not be made after employee has reached 50 years of age."

The records in the Civil Service Office show that Mr. Lanning is 43 years of age and Mr. Ledwell 46 years of age, making both applicants ineligible to take another examination in either the Police Department of the Fire Department of the City of Asheville, as set out in rule #4.

Very truly yours,

Philip C. Cocke

PCC/by

City Manager Weir presented a contract and lease concerning consolidation of city-county functions which was read by Mr. R. W. Wells, Corporation Counsel. Letters from Dr. H. H. Briggs, President of the Buncombe County Medical Society and Dr. Curtis Crump, member of State Board of Health were presented endorsing the consolidation. After discussion a motion was made by Councilman Morgan, seconded by Councilman Abernathy that the sum of $30,000 be inserted in paragraph 5 of said Contract and Lease. After discussion the motion was carried with one dissenting vote.

CONTRACT AND LEASE

NORTH CAROLINA
BUNCOMBE COUNTY

THIS CONTRACT AND LEASE, made and entered into this 10th day of June, 1954, by and between the City of Asheville, a Municipal Corporation, party of the first part; County of Buncombe, party of the second part; and Buncombe County Board of Health, party of the third part, all of Buncombe County, North Carolina;

W I T N E S S E T H:

WHEREAS, the County of Buncombe and the City of Asheville have separate health departments and the County of Buncombe operates the Buncombe County Board of Health which has the immediate care and responsibility of the health interests of Buncombe County; and

WHEREAS, pursuant to Section 153-246 of the General Statutes of the State of North Carolina the parties hereby deem it to be for their best interest to enter into this written agreement consolidating the County and City Health Departments, and besting all the powers, rights, duties and functions theretofore existing in the separate agencies so consolidated in the Buncombe County Board of health.

NOW, THEREFORE, for the mutual consideration and advantages accruing to each party hereto, and in consideration of the covenants and agreements of the parties herein contained, the said parties agree and contract as follows:

1. That, effective for the fiscal year beginning July 1, 1954 and continuing until and including June 30, 1955 the public health departments or agencies of the County of Buncombe and the City of Asheville be and are hereby consolidated in, to, with and under the Buncombe County Board of Health, which County Board of Health has as a matter of fact and law the immediate care and responsibility of the health interests of Buncombe County.

2. That the Buncombe County Board of Health shall furnish, in order to preserve, conserve and promote the public health and sanitation, for the general good of all inhabitants of the City of Asheville, the following minimum services during the said fiscal year 1954-1955:

PUBLIC HEALTH NURSING:

For residents of the City of Asheville, to include a nursing program for school nursing, communicable disease control, maternity and infant care, bedside nursing, T. B. control and crippled children care with the following personnel:

1 Supervisor meeting public health requirements;	$
7 approved public health nurses and	
1 Clerk-typist ----- Total Salaries	28,680.00
Transportation and scientific supplies for the above personnel	6,064.00
Total cost of this service	$ 34,744.00

LABORATORY:

For the purpose of performing the necessary required analysis of the public water supply and other analysis as to pollution of streams within the corporate limits of the City of Asheville and allied problems, tuberculosis smears and cultures, Protozoe and bacterial identification, urine analysis and blood counts, agglutination tests for typhoid, typhus, undulant and Rocky Mountain Spotted Fever.

1/2 Salary for Technician and Assistant	$ 4,050.00
Scientific Supplies	1,275.00
Total cost for this service	$ 5,325.00

HEALTH EDUCATION PROGRAM:

To carry on the necessary public relations of good health standards with the general public, to include lectures on hygiene and cooperation with the Buncombe County Medical Cosiety and other agencies to insure a complete understanding. To include community organization, assistance to schools and P.T.A. groups, special projects working with central health council, organizing child care, conducting health information through radio facilities and cooperation with the Buncombe County Medical Society and other agencies to assure a complete understanding of the public health facilities.

Salary for Director of this Department	$ 3,840.00
Transportation and other required material	1,260.00
Total cost of this service	$ 5,100.00

PREMISE INSPECTOR AND INSECT CONTROL:

To inspect the condition of all private property where complaints have been filed against same and eliminating insect problems by spot spraying and other allied inspections to assure compliance with health regulations.

2 Inspectors --- Total salaries	$ 5,760.00
Transportation and Scientific Supplies	2,820.00
Total cost of this service	$ 8,580.00

DIRECTOR FOR THE BUNCOMBE COUNTY BOARD OF HEALTH:

Lump sum is to be paid for general supervision of the above program in the amount of	$ 6,000.00
TOTAL COST for all of the above services for the Fiscal year ending June 30, 1955	$ 59,749.00

3. That the City of Asheville will pay for said services set out in paragraph 2 above the costs therefor in the amounts itemized therein the sum total of $59,749.00 for said fiscal year, payable in equal monthly installments of $4,979.09 beginning July 1, 1954 and on the 1st day of each month thereafter until the total sum of $59,749.00 has been paid. Said monthly payments to be made to the Treasurer of Buncombe County to be expended by the Buncombe County Board of Health for the services hereinbefore referred to. Said expenditures to be approved by the Buncombe County Commissioners and the County of Buncombe hereby approves such expenditures.

4. That the City of Asheville, in addition to the money payments provided for in paragraph 3 above for the said services hereinbefore referred, and in consideration of the County of Buncombe approving the expenditures hereinbefore referred to, hereby demises, leases and rents unto the County of Buncombe for the use of its health department and the Buncombe County Board of Health for a period of one year, commencing July 1, 1954 and ending June 30, 1955 all of the office space and quarters in the Municipal Building presently used and occupied by its health and welfare departments, together with all its facilities and equipment and personal property contained therein and together with the following described motor vehicles presently used by its health department:

Car. No.	Make	Model
953	Ford	1949
957	Chevrolet	1948
969	Ford	1949

The County of Buncombe and the Buncombe County Board of Health hereby accept said premises and said personal property in their present condition and agree to make all necessary repairs during the term of this lease and at the termination thereof to surrender said premises and said personal property to the City of Asheville in as good condition as the same now are, ordinary wear and tear excepted; but the City of Asheville agrees to provide, furnish and pay for at its own expense (estimated to Be $6,896.00) the following services for said space or premises in said Municipal Building:

2 Full time Janitors
Building and Janitor Supplies
Lights and Gas
Telephone and Telegraph
Fuel
Elevator
Water

5. That in order to effect this consolidation of health functions as of July 1, 1954 and in consideration of the execution of this agreement, the City of Asheville hereby agrees to pay the additional sum of $ 30,000.00 to the County of Buncombe for use of the County Board of Health in order to maintain present health services.

6. That any fees or revenues derived from or available to said consolidated health function from any source whatsoever shall be paid directly to the County of Buncombe for the use of the Buncombe County Board of Health and its health program.

IN WITNESS WHEREOF, the said City of Asheville, party of the first part, has caused this contract and lease to be executed in its name by E. W. ELLER, its Mayor, attested to Lillian Ducker, Acting City Clerk and its corporate seal to be hereunto affixed under and by virtue of the authority duly granted by resolution adopted by the Council of the City of Asheville; and the said County of Buncombe, party of the second part, has caused this contract and lease to be executed in its name by its Chairman of the Board of Commissioners of Buncombe County, attested to by its ex-officio clerk and its seal to be hereunto affixed under and by virtue of the authority fuly granted by resolution adopted by the Commissioners of the Board of Commissioners of Buncombe County; and the said Buncombe County Board of Health has caused this contract and lease to be executed in its name by its Chairman, attested by its Secretary, under and by virtue of the authority duly granted by resolution adopted by the members of the Buncombe County Board of Health, in triplicate originals, one of which is retained by each of the parties, the day and year first above written.

CITY OF ASHEVILLE

Attest:

Lillian Ducker
Acting City Clerk

By E. W. Eller
Mayor

COUNTY OF BUNCOMBE

Attest:

Geo. A. Digges, Jr.
Register of Deeds and ex-officio
Clerk of the Board of Commissioners
of Buncombe County

By Coke Candler
Chairman of the Board of Commissioners of Buncombe County

BUNCOMBE COUNTY BOARD OF HEALTH

Attest:

G. A. Morgan, M. D.
Secretary

By Coke Candler
Chairman

CONSOLIDATION - CITY-COUNTY HEALTH DEPARTMENTS - RESOLUTION

Councilman Presley presented resolution authorizing Mayor to execute contract and lease with the County of Buncombe and Buncombe County Board of Health relating to consolidation of public health functions, which was, upon motion of Councilman Presley, seconded by Councilman Mulvaney adopted by the Council with one dissenting vote.

Copy of resolution will be found in Resolution Book 3 at Page 234.

CHAMBER OF COMMERCE - REQUEST FOR INCREASED APPROPRIATION

A delegation representing the Chamber of Commerce, headed by Mr. Julian Woodcock, appeared before the Council requesting appropriations from the city be increased to $36,000 for the coming year.

Mrs. Susan Frances Hunter also appeared before the Council outlining plans for entertainment and recreation for the tourists in the City.

There being no further business the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Lillian Ducker
CITY CLERK - ACTING

Thursday, June 17, 1954 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, June 17, 1954 at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. I. Abernathy, Frank Mulvaney, J. W. McRary, T. B. Sumner, Clarence Morgan, City Manager Weldon Weir and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

CIVIL SERVICE BOARD - APPEAL OF C. J. LANNING CONTINUED

Upon C. J. Lanning or his Attorney, Sam Pegram, failing to appear the hearing by the Council of the appeal of C. J. Lanning from the findings and report of the Civil Service Board was continued indefinitely.

PLANNING & ZONING COMMISSION - REQUEST FOR REZINING LOTS 66 THRU 69 ON HENDERSONVILLE ROAD - WM. W. DODGE

A communication from William W. Dodge requesting that Lots 66 through 69 on Hendersonville Road be rezoned as "business" property instead of residential, was referred to the Planning and Zoning Commission for recommendation and report.

CONSOLIDATION - CITY-COUNTY HEALTH DEPARTMENTS - CONTRACT AND LEASE

City Manager Weir advised the Council that the Contract and Lease between the City of Asheville, County of Buncombe and Buncombe County Board of Health had been properly executed and is on file in the Clerks office.

LEASE - FLORENCE B. BYNUM & HUSBAND, CURTIS BYNUM - OFF-STREET PARKING FACILITIES

Councilman Sumner introduced resolution authorizing Mayor to execute lease with Florence B. Bynum and husband, Curtis Bynum, for property on Vance Street to be used for off-street parking facilities, which was, upon motion of Councilman Sumner, seconded by Councilman Abernathy, unanimously adopted.

Copy of resolution will be found in Resolution Book 3 at page 235.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

THIS LEASE, made and entered into this 17 day of June, 1954, by and between FLORENCE B. BYNUM, and husband, CURTIS BYNUM, hereinafter referred to as Lessors, and CITY OF ASHEVILLE, a Municipal Corporation of the State of North Carolina, hereinafter referred to as Lessee:

W I T N E S S E T H :

That the Lessors, for and in consideration of the rents, covenants and conditions hereinafter mentioned to be kept and performed by the Lessee, do hereby rent, demise and lease unto the said Lessee, the following described premises located in the City of Asheville, Buncombe County, North Carolina, to-wit:

Being the entire westerly portion which is presently unexcavated to the level of Vance Street, of that property described as SECOND TRACT in a deed dated October 21, 1931 from the Central Bank & Trust Company to Curtis Bynum, recorded in the Office of the Register of Deeds for Buncombe County, N. C., in Book 486, Page 253, reference to which said recorded deed is hereby made for greater certainty of description,

being the same entire westerly portion presently unexcavated to the level of Vance Street of said SECOND TRACT, which said SECOND TRACT is designated on the City of Asheville and Buncombe County Tax Maps as Lots 97 and 98, Sheet 1, Ward 2.

1.

TO HAVE AND TO HOLD the above described premises unto said Lessee for a term of twenty-five (25) years, beginning July 1, 1954 and extending until the 30th day of June, 1979, unless terminated at an earlier date as hereinafter provided.

2.

The Lessee agrees to pay as rental for the leased premises the sum of Twenty-Two Dollars and 50/100 ($22.50) per month, beginning July 1, 1954, payment to be made of such rental by the Lessee to the Lessors on or before the 10th day of each month.

3.

It is understood and agreed between the parties hereto that the Lessee shall operate on the premises hereby leased a public parking lot and shall conduct thereon operations auxiliary to the operation of a public parking lot and that said premises shall be used by the Lessee for no other purpose whatsoever; and in the event said premises shall cease to be used as a public parking lot this lease shall automatically terminate.

4.

The Lessee covenants and agrees as follows:

(a) That it will at its own expense level the property above described so that the maximum use of the property may be utilized for the purpose of a parking lot and make all necessary improvements thereon.

(b) That it will apply stone surface to the property hereby leased.

(c) That it will keep all improvements erected or placed on the premises in reasonable repair and that said improvements shall become the property of the Lessors at the termination of this lease.

(d) That it will supervise and operate the property as a public parking lot in a proper and business-like manner, keeping proper records of all receipts from said operation and that it will charge for parking the prevailing prices for parking in lots substantially located as the premises above described.

(e) That it will pay all utilities and expenses in connection with the use and operation of said parking lot during the term of this lease.

5.

It is further contracted and agreed between the parties hereto:

That at any time the said Lessors, their heirs and assigns shall have the additional right in their descretion to terminate this lease upon Thirty (30) days notice in writing to the Lessees of their intention so to do.

6.

It is further agreed between the parties hereto that the Lessee may not assign this lease or any portion thereof, or sub-let the premises hereby leased without written consent of the Lessors, their heirs and assigns, except to grant concessions for the conduct of operating which may be auxiliary to the use of the premises for a public parking lot.

7.

It is further agreed between the parties that if the Lessee at any time fails to pay the rental above provided for within thirty days after the same shall become due, or shall fail to keep and perform any of the covenants or agreements which are hereinbefore mentioned to be kept or performed by the said Lessee, then and in either of the events hereinbefore specified the said Lessors, their heirs and assigns, may at their option declare this lease cancelled and terminated after giving to the Lessee ten days written notice of their intent so to do. Thereupon the said Lessors, their heirs and assigns, may take possession of the premises without any legal process and the Lessee agrees to surrender the premises to the Lessors, their heirs and assigns, immediately.

8.

The Lessors hereby covenant and agree with the Lessee that subject to the terms and conditions hereinbefore set forth, the Lessee shall have and enjoy the premises during the term herein provided for, free from the adverse claims of any and all persons whomsoever.

IN WITNESS WHEREOF, the said Lessors have hereunto set their hands and seals, and the said Lessee has caused this instrument to be executed in its name by its Mayor and attested to by its Clerk and its corporate seal attached, all under and by virtue of the authority duly granted by resolution adopted by the Council of the City of Asheville, this lease and the resolution authorizing same having been duly submitted to and approved as to form by its corporate counsel and all matters and things necessary and proper for the said City of Asheville to execute this contract having been duly and properly done.

This the day and year first above written.

_____ (SEAL)

_____ (SEAL)

CITY OF ASHEVILLE

By _____
E. W. Eller
Mayor

Attest:

_____
Lillian Ducker
Acting City Clerk

STATE OF NORTH CAROLINA

UTILITIES COMMISSION

RALEIGH

June 28, 1954

Mr. Weldon Weir, City Manager
City of Asheville
Asheville, North Carolina

Dear Mr. Weir:

In accordance with your request we have obtained from the Carolina Power & Light Company a billing record on each account it has with the City of Asheville and have applied the applicable rates of the Duke Power Company to such accounts.

For metered service the Carolina Power & Light Company furnished 53 accounts, representing all metered service accounts, which totaled $35,925 for the past 12 months. The application of the rates of the Duke Power Company, exclusive of the money which might be received from certain minimum charges, amounted to $35,994. This comparison shows $69 per year or 0.2% in favor of the Carolina Power & Light Company. It is impossible for us, without making a field survey, to ascertain the additional revenue the Duke Power Company rates might produce from the minimum charges that are based on connected load. However, it is our opinion that it would be small but would increase the $69 differential to a higher figure.

The annual bill for the street lighting service supplied by the Carolina Power & Light Company, based on the lights in service as of the end of May 1954, is $63,581. Under the street lighting rates of the Duke Power Company this bill would be $64,848. This comparison shows $1,267 per year or 2.0% in favor of the Carolina Power & Light Company.

The bills rendered for traffic signals by the Carolina Power and Light Company for May 1954, was $151.40. Before we could apply the Duke Power Company rates it would be necessary for us to have a detailed description of each signal and the circuits feeding such signals. However, from an analysis of the rates charged for traffic signals by both companies we do not believe there would be any material differential between the total bills.

Therefore, excluding the effect of the charges for traffic signals and the effect of connected load minimums, the sum of the bills rendered for 12 months by the Carolina Power & Light Company to the City of Asheville amounted to $99,506, which amount is $1,335 or 1.3% less than it would be if these bills had been rendered on the rates charged by the Duke Power Company.

Sincerely yours,

s/ L. M. Keever

L. M. KEEVER
Electrical Engineer

LMK:gp

m Mrs. Herbert White on Hilliard Ave.
ublic Safety advised

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Lillian Ducker
ACTING CITY CLERK

) o'clock P. M.

) o'clock P. M. with
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. W. Wells.

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Mrs. Florence McNeely,
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and I presume to other tenants of the Aston Apartments, some of whom I understand have received injuries previous to the date of Mrs. McNeely's injury, and yet nothing had been done by the City to correct the condition before the time Mrs. McNeely fell, as hereinbefore set out. Also, I have information that the City of Asheville had definite knowledge of this condition previous to the time of Mrs. McNeely's injury.

Mrs. McNeely's injuries were a sprained ankle, a bruised and lacerated leg, which became infected and required temporary hospitilization and damages as aforesaid to her shoes and clothing; also loss of time from her work, and pain and suffering.

On behalf of Mrs. McNeely, I respectfully claim of the City of Asheville, damages for the above injuries in the amount of $300.00.

Very truly yours,

JCC:p

John C. Cheesborough

CLAIM - MRS. GERALDINE E. THOMAS

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by the Council of the City of Asheville, this lease and the resolution authorizing same having been duly submitted to and approved as to form by its corporate counsel and all matters and things necessary and proper for the said City of Asheville to execute this contract having been duly and properly done.

This the day and year first above written.

_____(SEAL)

_____(SEAL)

CITY OF ASHEVILLE

By E. W. Eller
Mayor

Attest:

Lillian Ducker
Acting City Clerk

HILLIARD STREET - COMPLAINTS OF
TRUCK TRAFFIC BY RESIDENTS

Councilman Sumner advised the Council that he had received a letter from Mrs. Herbert White on Hilliard Ave. in which she complained of the truck traffic on the street. The Director of Public Safety advised that he/was aware of same and study is continuing for improving the situation.
had written her advising that the City

CAROLINA POWER & LIGHT COMPANY - rates
FOR SERVICE TO THE CITY

Councilman Sumner stated that he noted from his study of the city budget that the City was paying some $100,00 per year to Carolina Power & Light Company for electricity and requested the City Manager to obtain information from the State Utilities Commission relating to comparative rate schedules for other cities for presentation to the Council to see if it is possible for the city to reduce its electricity cost.

BUDGET - TEMPORARY FOR JULY PENDING
ADOPTION OF APPROPRIATION ORDINANCE

The Council agreed to a suggestion by the City Manager that they adopt a temporary budget for July in order that they may have more time to study the 1954-1955 appropriations.

HUNTER, MISS SUSAN FRANCES - PLANS
TO INCREASE TOURIST TRADE

Miss Susan Frances Hunter appeared before the Council and described at length her ideas for increasing tourist trade of Western North Carolina.

There being no further business the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Lillian Ducker
ACTING CITY CLERK

Thursday, June 24, 1954 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, June 24, 1954 at 4:00 o'clock P. M. with Mayor E. W. Eller Presiding. Present: Councilmen W. I. Abernathy, Frank Mulvaney, R. I. Presley, J. W. McRary, T. B. Sumner, City Manager Weldon Weir and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

CLAIM - JOHN C CHEESBOROUGH FOR
MRS. FLORENCE McNEELY - PERSONAL Damages .

John C. Cheesborough, Attorney for Mrs. Florence McNeely presented a claim to the Council for personal damages in the amount of $300.00 which was reffered to the Corporation Counsel.

June 23, 1954

The Honorable Mayor and Council
of the City of Asheville
City Building
Asheville, North Carolina

Gentlemen:

I wish to advise that I am writing this letter on behalf of my client, Mrs. Florence McNeely, of Aston Apartments, 61 Church Street, Asheville, N. C. On the 8th day of May, 1954, at the street entrance of the Aston Apartments, Mrs. McNeely received serious personal injuries, as well as damage to her shoes and clothing, as a result of a fall on the sidewalk, and which, I advised her, was the result of negligence on the part of the City of Asheville in my opinion.

It is my understanding that after the installation of a public gas line under the surface of the west sidewalk on Church Street, that the City of Asheville repaved said sidewalk where same adjoins the Aston Apartments entrance in a careless and improper manner, at a lower level than its previous level, prior to the gas line installation. This new condition quite naturally created a drop of several inches from the entrance way to the sidewalk and this was a new and unexpected condition to Mrs. McNeely and I presume to other tenants of the Aston Apartments, some of whom I understand have received injuries previous to the date of Mrs. McNeely's injury, and yet nothing had been done by the City to correct the condition before the time Mrs. McNeely fell, as hereinbefore set out. Also, I have information that the City of Asheville had definite knowledge of this condition previous to the time of Mrs. McNeely's injury.

Mrs. McNeely's injuries were a sprained ankle, a bruised and lacerated leg, which became infected and required temporary hospitilization and damages as aforesaid to her shoes and clothing; also loss of time from her work, and pain and suffering.

On behalf of Mrs. McNeely, I respectfully claim of the City of Asheville, damages for the above injuries in the amount of $300.00.

Very truly yours,

JCC:P

John C. Cheesborough

CLAIM - MRS. GERALDINE E. THOMAS

[illegible]

Mrs. Geraldine E. Thomas presented a claim to the Council for personal damages received on Church Street in the amount of $2500.00 which was referred to the Corporation Counsel.

407 Aston Apartments
61 Church Street
Asheville, N. C.
June 18, 1954

The Honorable Mayor and Council
of the City of Asheville
City Building
Asheville, N. C.

Gentlemen:

This is to notify you that at about 9 A. M. on the 4th day of May, 1954, at or near the street entrance to the Aston Apartments, 61 Church Street, Asheville, N. C., I received serious personal injuries as the result of what I am advised and consider to have been the negligence of the City of Asheville.

The Manner in which said injuries were inflected is as follows: Shortly prior to the date last mentioned, a public gas line was installed under the surface of the west sidewalk on Church Street adjoining the east or street entrance to the Aston Apartments in which I reside and have been residing for seventeen years past. In replacing the sidewalk, the City of Asheville, as I am now informed and believe, chipped off portions of the entrance way and repaved the sidewalk in a careless and improper manner at a lower level than its existing level prior to the gas line installation, thus creating an inconspicious, irregular and dangerous drop of several inches from the entrance way to the sidewalk, entirely unexpected and unwarned of to the undersigned and other tenants of the Aston Apartments long accustomed to move from the bottom entrance step to a sidewalk flush therewith.

At the time of the injuries herein mentioned I was in the act of leaving said apartment house in my customary manner to go to work and, with no knowledge or means of knowledge of the unrepaired damage to the step and the change in level between step and sidewalk, was caused to miss my footing and fall.

The injuries received by me were a sprained and fractured right ankle, a bruised and lacerated left knee, bruised right leg from knee to ankle and torn ligaments in the right foot. As the result of these injuries, I was confined and totaly disabled for a period of five weeks, I have now returned to work, but am unable to walk to and from work as was my previous custom.

I respectfully claim of the City of Asheville damages for the above injuries in the amount of $2500.00.

Respectfully yours,

Mrs. Geraldine E. Thomas

[illegible]

Councilman Abernathy presented resolution establishing parking meter zones, which was, upon motion of Councilman Abernathy, seconded by Councilman Presley, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 3 at Page 236.

[illegible]

Councilman Mulvaney presented resolution authorizing Mayor to execute lease with the United States of America for space in the City Hall Building, which was, upon motion of Councilman Mulvaney, seconded by Councilman Abernathy, unanimously adopted.

LEASE
between
CITY OF ASHEVILLE
and
THE UNITED STATES OF AMERICA

1. THIS LEASE, made and entered into this twenty-fourth day of May, in the year one thousand Nine hundred and fifty-four by and between City of Asheville, whose address is City Hall, Asheville, North Carolina for itself, its successors, and assigns, hereinafter called the Lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government:

W I T N E S S E T H:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following described premises, viz: Approximately 805 square feet of floor space in Rooms 421, 422, 423, on the fourth floor of the Asheville City Building, City Plaza, Asheville, North Carolina,

to be used exclusively for the following purposes: Office quarters and related use.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning July 1, 1954 and ending with June 30, 1955.

4. The Government shall not assign this lease in any event, and shall not sublet the demised premises except to a desirable tenant, and for a similar purpose, and will not permit the use of said premises by anyone other than the Government, such sublessee, and the agents and servants of the Government, or of such sublessee.

5. This lease may, at the option of the Government, be renewed from year to year at a rental of one thousand two hundred seven dollars and fifty cents ($1,207.50) per annum and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the Lessor at least thirty (30) days before this lease or any renewal thereof would otherwise expire: Provided that no renewal thereof shall extend the period of occupancy of the premises beyond the thirtieth (30th day of June, 1957, such notice to be computed starting with the day following the date of mailing.

6. The Lessor shall furnish to the Government, during the occupancy of said premises, under the terms of this lease, as part of the rental consideration, the following:

1. Adequate heat and heating facilities.
2. Electricity, sockets, outlets, fixtures, bulbs and replacements.
3. Water for sanitary and drinking purposes.
4. Elevator service
5. Periodic window washing.
6. Janitor service and supplies.
7. Toilet facilities and supplies.
8. Venetian blinds.
9. Sufficient keys to all entrance doors.

7. The Government shall pay the Lessor for the premises rent at the following rate: One thousand two hundred seven dollars and fifty cents ($1,207.50) per annum. Payment shall be made at the end of each month.

8. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Government and may be removed therefrom by the Government prior to the termination of this lease, and the Government, if required by the Lessor, shall, before the expiration of this lease or renewal thereof, restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted: Provided, however, that if the Lessor requires such restoration, the Lessor shall give written notice thereof the Government twenty (20) days before the termination of the lease.

9. The Lessor shall, unless herein specified to the contrary, maintain the said premises in good repair and tenantable condition during the continuance of this lease, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining the premises, the Lessor reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs thereto.

10. If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenantable, either party may terminate the lease by giving written notice to the other within fifteen days thereafter, and if so terminated no rent shall accrue to the Lessor after such partial destruction or damage.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be foe the general benefit of such corporation or company.

12. Sheet 2a, containing Paragraphs 13 through 20, is attached hereto and thereby made a part hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

IN PRESENCE OF:

Lillian Ducker
Acting City Clerk

(Seal)

CITY OF ASHEVILLE

E. W. Eller
MAYOR

UNITED STATES OF AMERICA
GENERAL SERVICES ADMINISTRATION

By _____
Chief, Leasing Branch
Real Estate Division, Public Buildings Service

[illegible] POWER & LIGHT COMPANY - RATES
[illegible] ELECTRICITY FURNISHED CITY

Councilman Sumner presented resolution relating to rates for electricity furnished City of Asheville by the Carolina Power & Light Company, which was, upon motion of Councilman Sumner, seconded by Councilman McRary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 3 at Page 238.

[illegible]PAL GOLF COURSE - OFFER TO
PURCHASE BY HAW CREEK COMMUNITY
[illegible], INC.

A delegation from the Haw Creek Community Club, Inc., headed by Mr. Oliver Hoover, Chairman of the Executive Committee, presented an offer in writing to the City Council to purchase the Municipal Golf Club in the amount of $75,000.00. After discussion motion was made by Councilman McRary that the Council take the offer under consideration, which motion was seconded by Councilman Sumner and unanimously adopted.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

TO THE MAYOR AND OTHER MEMBERS OF THE CITY COUNCIL OF THE CITY OF ASHEVILLE, ASHEVILLE, NORTH CAROLINA

The undersigned, the Haw Creek Community Club, Incorporated, through its duly elected and constituted Executive Committee, hereby tenders to the City of Asheville the sum of SEVENTY FIVE THOUSAND ($75,000.00) DOLLARS as full purchase price of the land and property known and designated as the Municipal Golf Course now owned and operated by the City of Asheville. It is offered, subject to the approval of the City Council, that TWENTY FIVE THOUSAND ($25,000.00) DOLLARS of the above purchase price is to be paid at the time of the execution of the conveyance, and the balance of the purchase price to be paid in annual installments as may be agreed upon between the City Council and the Haw Creek Community Club, Incorporated, the unpaid balance of purchase price to bear interest not to exceed five per cent (5%) per annum.

This the 24th day of June, 1954.

Oliver Hoover

Derwood B. Brown

Lawrence C. Stoker
Members of the Executive Committee
of The Haw Creek Community Club, Inc.

There being no further business the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Lillian Ducker
ACTING CITY CLERK

Thursday, July 1, 1954 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, July 1, 1954 at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. I. Abernathy, Frank Mulvaney, R. I. Presley, J. W. McRary, T. B. Sumner, Clarence Morgan, City Manager Weldon Weir and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Councilman Mulvaney introduced a resolution authorizing City Manager and/or Director of Finance to use as a temporary budget in the interval between the beginning of the fiscal year and the adoption of the annual appropriation ordinance the appropriated sum of $125,000.00, which was, upon motion of Councilman Mulvaney, seconded by Councilman Presley, unanimously adopted.

Complete copy of resolution will be found in Resolution Book3at Page 239.

Councilman Morgan introduced a resolution authorizing Mayor to enter into lease with Lloyd F. Embler and Amos Dryman for certain property on Riverside Drive, which was, upon motion of Councilman Morgan, seconded by Councilman Abernathy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 3 at Page 240.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

THIS LEASE, made and entered into this 1 day of July, 1954, by and between the CITY OF ASHEVILLE, a municipal corporation, party of the first part, hereinafter called LESSOR, and LLOYD F. EMBLER and AMOS DRYMAN, individually and collectively, parties of the second part, hereinafter called LESSEES;

WITNESSETH:

That the Lessor does hereby lease to the Lessees, and the Lessees hereby accept from the Lessor, the following described property:

Lying and being in the City of Asheville, County of Buncombe, State of North Carolina, and more particularly described as follows: BEGINNING at a stake in the Western margin of Riverside Drive, which said stake is located my measuring from an iron pin in the western margin of said Riverside Drive, the southesst corner of Lot 1 Block 1, as shown on plat 2 of the William Johnson Estate in play book 8 page 26 in the office of the Register of Deeds for Buncombe County, N. C., said Lot 1 of Block 1 of said private plat being the same lot designated as Lot 28, Sheet 7, Ward 3 of the Buncombe County Tax Maps, South 20 deg. East 523 feet with the western margin of said Riverside Drive to a stake; thence South 15 deg. 50' 551 feet with the western margin of said Riverside Drive to a stake; thence South 23 deg. 18' East 150.0' feet to an iron pin; thence continuing with the western margin of Riverside Drive South 23 deg. 18' East 20[illegible] feet to an iron pin; thence south 31 deg. 48' East 175 feet to an iron pin; thence South 31 deg. 48' East 340.5 feet to an iron pin; thence South 16 deg. 50' East 80 feet to an iron pin; the BEGINNING stake; thence runs from said BEGINNING stake with the west margin of Riverside Drive South 16 deg. 50' East 150 feet to an iron pin; thence runs South 73 deg. 0' West with the top of a bank 174.3 feet to an iron pin in the northern margin of Lot 1 of Block "A" recorded in Buncombe County Registry plat book 154, Page A-146; thence runs with the northern margin of said Lot 1 of Block "A" north 86 deg. 43' West 232 feet to an iron pin; thence north 40 deg. 12' West 27.2 feet to an iron pin; thence north 66 deg. 42' East 405 feet to the place of BEGINNING. Being a part of Tract 2 as described in a deed dated October 31, 1924 from the French Broad Power Company to the City of Asheville, and being a part of the property described in a deed dated April 30, 1898 from A. C. Durham to City of Asheville, both recorded in the office of the Register of Deeds for Buncombe County, North Carolina in deed book 295 at Page 258 and deed book 105 page 388, respectively, and being also a part of Lots 5 and 6, Sheets 10 and 11, Ward 3, Buncombe County Tax Maps.

This lease is executed upon the following terms and conditions:

1.

This lease shall be for a term of three years, commencing on the 1st day of July, 1954, and ending on the 30th day of June, 1957.

2.

The Lessees shall pay the annual rental of $400.00, payable in equal monthly installments of $33.33 on or before the 15th day of each and every month in advance.

3.

This lease shall not be assigned or the leased premises sublet without the written consent of the lessor.

4.

That the lessees upon the termination of the lease will surrender said premises in as good order and condition as they are in at the beginning of this lease, ordinary wear and tear excepted.

5.

That the lessees will make no unlawful or offensive use of the premises and shall comply with all lawful ordinances and regulations of the City of Asheville now in force or hereafter adopted which in any manner affect the use of said premises.

6.

If during the term of this lease the leased premises are so damaged by flood, fire or other catastrophe or casulaty as to render the same uninhabitable this lease shall terminate.

7.

The lessees shall erect a wooden fence to be set back forth feet from Riverside Drive in such manner that any unsightly objects or material on said premises are concealed from public view.

8.

Parties of the second part may at any time during the term of this lease erect upon the demised premises such buildings or other improvements as he may elect, and on or before the termination of this lease remove the same, provided that at the time of such removal all installments of rent have been paid.

9.

Upon agreement of the Lessor and Lessees a renewal or extension of this lease may be negotiated.

10.

If the lessee shall fail or neglect to make any payment of rent when due, or shall violate any of the provisions of this lease, the lessor, without any othernotice or demand may terminate this lease and require the lessees to vacate the premises hereby demised, or may enter the premises and expel the lessees therefrom, or the lessor may in lieu of the above or in conjunction therewith pursue any other lawful rights or remedy incident to the relief created by this lease.

IN WITNESS WHERE, the said Lessor has caused these presents to be signed by E. W. ELLER, its Mayor, attested by Lillian Ducker, Acting City Clerk, and its corporate seal to be hereunto affixed; and the Lessees have hereunto set their hands and seal, this the day and year first above written.

CITY OF ASHEVILLE

By E. W. ELLER
MAYOR

ATTEST:

LILLIAN DUCKER
ACTING CITY CLERK

ELOYD F. EMBLER

AMOS DRYMAN

CAROLINA POWER & LIGHT COMPANY - RATES FOR ELECTRICITY-STATE UTILITIES COMMISSION

City Manager Weir presented letter from the State Utilities Commission to the Council which was received in reply to request for information relating to rates for electricity furnished the City by Carolina Power & Light Company as compared to Duke Power Company rates. After discussion of the foregoing and upon specific request by Councilman Sumner the City Manager stated he would inquire of the State Utilities Commission whether or not the city could qualify under a single rate classification for total power or electricity used by the city, instead of separate billings based on separate rate classifications according to use or location, and that he receive additional information from the Utilities Commission for a comparison of industrial and commercial rate schedules charged private enterprises by Carolina Power & Light Company and Duke Power Company.

[illegible]

Rubin Dailey stated he represented a group of negro citizens who were opposed to the sale of the Municipal Golf Course to Haw Creek Community,Club, Inc., and requested the city to provide, in any advertisement of the Golf Course for sale, that there would be no discrimination in its use by negroes. Mr. Oliver Hoover, representing the Haw Creek Community Club, Inc., was present and answered various questions relating to the proposed operation of the Municipal Golf Course.

CITY [illegible]

A delegation from the N. C. SPCA told the Council they approved the proposed abolishing of the City dog control program. Mrs. MacBryde, new North Carolina S.P.C.A. President, stated that a place should be retained in the city for sick animals and a veterinarian should be available for emergencies, stating further that more detailed proposals will be offered at a later date.

There being no further business the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Lillian Ducker
ACTING CITY CLERK

Thursday, July 8, 1954 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, July 8, 1954 at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. I. Abernathy, Frank Milvaney, R. I. Presley, J. W. McRary, T. B. Sumner, Clarence Morgan, City Manager Weldon Weir and Corporation Counsel Robert W. Wells.

The minutes of the previous meeting were read and approved.

[illegible] JULY 1, 1954 TO JUNE 30, 1955

The City Manager submitted budget for the fiscal period 1954-1955 and the Council filed same with the City Clerk for twenty days.

ORDINANCE #370 - AN ORDINANCE [illegible] WATER RATES AND CHARGES

Councilman Sumner introduced Ordinance No. 370, being "AN ORDINANCE PROVIDING FOR WATER RATES AND CHARGES, which was, upon motion of Councilman Sumner, seconded by Councilman McRary, unanimously passed on its first reading with the following vote:

Councilman Abernathy voted "aye" — Councilman McRary voted "aye"
Councilman Milvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Presley voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

[illegible] - SALE [illegible]

A group of negro residents headed by Harold Epps appeared before the Council protesting the sale of the Municipal Golf Course to the Haw Creek Community Club, Inc. Mr. Oliver Hoover, Chairman of the Executive Committee of the Club answered questions regarding the operation of the Golf Course.

There being no further business the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Lillian Ducker
ACTING CITY CLERK

Thursday, July 15, 1954 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, July 15, 1954 at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. I. Abernathy, Frank M. Milvaney, R. I. Presley, J. W. McRary, T. B. Sumner, Clarence Morgan, City Manager Weldon Weir and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

CLAIM - PAUL J. SMITH, ATTORNEY FOR HORACE C. BUCKNER - PERSONAL INJURIES

Paul J. Smith, Attorney for Horace C. Buckner presented a claim to the Council in the amount of $2500.00 for personal injuries received on or about May 4, 1954 which was referred to the Corporation Counsel.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

ASHEVILLE, N. C.
July 15, 1954

TO THE HONORABLE MAYOR, CITY MANAGER, AND COUNCIL OF THE CITY OF ASHEVILLE:

The undersigned, HORACE C. BUCKNER, residing in Buncombe County, at Asheville, North Carolina, by and through his Attorney, PAUL J. SMITH, hereby files claim against the City of Asheville for personal injuries sustained by him, at the time, place and manner hereinafter set out, to-wit:

1. DATE: Claimant was injured on the 4th day of May, 1954.

2. PLACE: Claimant was injured on Caledonia Road, in close proximity of the place where the southern margin of the north prong og Caledonia Road intersects with the eastern margin of Biltmore Avenue, both streets of the City of Asheville, N. C.

3. MANNER OF INJURY INFLICTED: Claimant was standing on the sidewalk on Biltmore Avenue, facing Biltmore Avenue, at and near the point where said injury occured, waiting for a bus to bring him to the Business District of the City of Asheville; that as Claimant turned around to board the bus that had turned into Caledonia Road from Biltmore Avenue, his left leg came into violent and sudden contact with a large rock that the City had negligently permitted to be embedded on the southern margin of said Caledonia Road, said large rock or boulder marking the southern margin of the north prong of said Caledonia Road. That the City of Asheville was grossly negligent in permitting such a dangerous obstruction to remain on one of its City Str ets. That said dangerous rock or boulder stands at least 18 inches above the level of the City's paving, that it is embedded in, and in Claimant's opinion is at lease a foot wide, and at least 10 inches thick, and weighs at least 250 pounds, and is such an obstruction as to constitute a dangerous hazard for the Public generally, and this Claimant in particular, to stumble and trip against. Said dangerous rock and obstruction is in a partially concealed location for persons entering said Caledonia Road from Biltmore Avenue; that as Claimant turned around to board the bus that had stopped on Caledonia Road, his left leg came into violent contact with said large rock that the City had negligently for a long period of time permitted and allowed to be embedded in its pavement on said Caledonia Road.

4. CHARACTER OF INJURY: That when claimant's left leg came in contact with a struck said rock, negligently placed and dangerously located on one of its City streets, Claimant was thrown across said rock into Caledonia Road, fracturing Claimant's left knee cap, severely spraining Claimant's right wrist and turning and severely straining his left ankle and inflicting a gash or cut over his right eye; that Claimant's injuries have required him to go to Memorial Mission Hospital, where he remained for five days and suffered great pain and discomfort, requiring the attention of doctors, nurses, medicines and eight x-rays, rendering him sick, sore and lame, with suffering to his bones, ligaments and muscles generally, but in particular to the specified parts of his body heretofore enumerated, and from which Claimant is still suffering and will continue to suffer great physical pain and mental anguish, and that said injuries are both painful and serious, and have caused Claimant loss and earnings from his employment for a period of one month.

5. AMOUNT OF DAMAGES CLAIMED: That as a result of matters and things herein stated, Claimant has been damaged in at least the sum of $2500.00, for which this Claimant now makes claim for restitution against the City of Asheville.

Respectfully submitted, this the day and year first above written.

Horace C. Buckner

By: Paul J. Smith
Sttorney for Claimant

ORDINANCE #370 - AN ORDINANCE PROVIDING FOR WATER RATES AND CHARGES

Ordinance #370, being "AN ORDINANCE PROVIDING FOR WATER RATES AND CHARGES, was, upon motion of Councilman Sumner, seconded by Councilman McRary, unanimously passed on its second reading with the following vote:

Councilman Abernathy voted "aye" — Councilman McRary voted "aye"
Councilman Milvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Presley voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

BOARD OF TAX SUPERVISION - APPROPRIATION REQ T FOR COUNTYWIDE ASSESSMENT AND VALUATION TAX PROGRAM

The City Manager informed the Council that the Board of Tax Supervision had submitted to the City a supplement to its budget requesting that the City appropriate for the forthcoming fiscal period 1/2 of 40% of $116,900, being the lowest bid of an Elmira, N. Y. expert tax valuation firm for the proposed tax assessment and equalization program for Buncombe County, to be completed over a two year period. R. P. Booth and Wm. T. Duckworth, Sr., Realtors, were present and voiced their support of the proposed Board of Tax Supervision valuation survey. The matter was discussed by the Council with action to be taken thereon in the forthcoming budget and appropriation ordinance of the City.

HUNTER, MISS FRANCES SUSAN - REQUEST FOR FUNDS DENIED

Miss Susan Frances Hunter again appeared before the Council and requested the Council make available some $14,000 for various ideas heretofore presented which she deemed to be in the interest of the city and area for entertainment of tourists. After discussion the Council unanimously voted to deny the foregoing request of Miss Hunter.

There being no further business the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Lillian Ducker
ACTING CITY CLERK

[illegible]

Rubin Dailey stated he represented a group of negro citizens who were opposed to the sale of the Municipal Golf Course to Haw Creek Community,Club, Inc., and requested the city to provide, in any advertisement of the Golf Course for sale, that there would be no discrimination in its use by negroes. Mr. Oliver Hoover, representing the Haw Creek Community Club, Inc., was present and answered various questions relating to the proposed operation of the Municipal Golf Course.

CITY [illegible]

A delegation from the N. C. SPCA told the Council they approved the proposed abolishing of the City dog control program. Mrs. MacBryde, new North Carolina S.P.C.A. President, stated that a place should be retained in the city for sick animals and a veterinarian should be available for emergencies, stating further that more detailed proposals will be offered at a later date.

There being no further business the meeting was upon motion adjourned.

E W Eller
MAYOR

Lillian Ducker
ACTING CITY CLERK

Thursday, July 8, 1954 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, July 8, 1954 at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. I. Abernathy, Frank Mulvaney, R. I. Presley, J. W. McRary, T. B. Sumner, Clarence Morgan, City Manager Weldon Weir and Corporation Counsel Robert W. Wells.

The minutes of the previous meeting were read and approved.

[illegible] JULY 1, 1954

The City Manager submitted budget for the fiscal period 1954-1955 and the Council filed same with the City Clerk for twenty days.

[illegible]

Councilman Sumner introduced Ordinance No. 370, being "AN ORDINANCE PROVIDING FOR WATER RATES AND CHARGES, which was, upon motion of Councilman Sumner, seconded by Councilman McRary, unanimously passed on its first reading with the following vote:

Councilman Abernathy voted "aye" — Councilman McRary voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Presley voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

[illegible] - SALE

A group of negro residents headed by Harold Epps appeared before the Council protesting the sale of the Municipal Golf Course to the Haw Creek Community Club, Inc. Mr. Oliver Hoover, Chairman of the Executive Committee of the Club answered questions regarding the operation of the Golf Course.

There being no further business the meeting was upon motion adjourned.

E W Eller
MAYOR

Lillian Ducker
ACTING CITY CLERK

Thursday, July 15, 1954 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, July 15, 1954 at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. I. Abernathy, Frank M. Mulvaney, R. I. Presley, J. W. McRary, T. B. Sumner, Clarence Morgan, City Manager Weldon Weir and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

CLAIM - PAUL J. SMITH, ATTORNEY FOR HORACE C. BUCKNER - PERSONAL INJURIES

Paul J. Smith, Attorney for Horace C. Buckner presented a claim to the Council in the amount of $2500.00 for personal injuries received on or about May 4, 1954 which was referred to the Corporation Counsel.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

ASHEVILLE, N. C.
July 15, 1954

TO THE HONORABLE MAYOR, CITY MANAGER, AND COUNCIL OF THE CITY OF ASHEVILLE:

The undersigned, HORACE C. BUCKNER, residing in Buncombe County, at Asheville, North Carolina, by and through his Attorney, PAUL J. SMITH, hereby files claim against the City of Asheville for personal injuries sustained by him, at the time, place and manner hereinafter set out, to-wit:

1. DATE: Claimant was injured on the 4thd ay of May, 1954.

2. PLACE: Claimant was injured on Caledonia Road, in close proximity of the place where the southern margin of the north prong og Caledonia Road intersects with the eastern margin of Biltmore Avenue, both streets of the City of Asheville, N. C.

3. MANNER OF INJURY INFLICTED: Claimant was standing on the sidewalk on Biltmore Avenue, facing Biltmore Avenue, at and near the point where said injury occured, waiting for a bus to bring him to the Business District of the City of Asheville; that as Claimant turned around to board the bus that had turned into Caledonia Road from Biltmore Avenue, his left leg came into violent and sudden contact with a large rock that the City had negligently permitted to be embedded on the southern margin of said Caledonia Road, said large rock or boulder marking the southern margin of the north prong of said Caledonia Road. That the City of Asheville was grossly negligent in permitting such a dangerous obstruction to remain on one of its City Str ets. That said dangerous rock or boulder stands at least 18 inches above the level of the City's paving, that it is embedded in, and in Claimant's opinion is at lease a foot wide, and at least 10 inches thick, and weighs at least 250 pounds, and is such an obstruction as to constitute a dangerous hazard for the Public generally, and this Claimant in particular, to stumble and trip against. Said dangerous rock and obstruction is in a partially concealed location for persons entering said Caledonia Road from Biltmore Avenue; that as Claimant turned around to board the bus that had stopped on Caledonia Road, his left leg came into violent contact with said large rock that the City had negligently for a long period of time permitted and allowed to be embedded in its pavement on said Caledonia Road.

4. CHARACTER OF INJURY: That when claimant's left leg came in contact with a struck said rock, negligently placed and dangerously located on one of its City streets, Claimant was thrown across said rock into Caledonia Road, fracturing Claimant's left knee cap, severely spraining Claimant's right wrist and turning and severely straining his left ankle and inflicting a gash or cut over his right eye; that Claimant's injuries have required him to go to Memorial Mission Hospital, where he remained for five days and suffered great pain and discomfort, requiring the attention of doctors, nurses, medicines and eight x-rays, rendering him sick, sore and lame, with suffering to his bones, ligaments and muscles generally, but in particular to the specified parts of his body heretofore enumerated, and from which Claimant is still suffering and will continue to suffer great physical pain and mental anguish, and that said injuries are both painful and serious, and have caused Claimant loss and earnings from his employment for a period of one month.

5. AMOUNT OF DAMAGES CLAIMED: That as a result of matters and things herein stated, Claimant has been damaged in at least the sum of $2500.00, for which this Claimant now makes claim for restitution against the City of Asheville.

Respectfully submitted, this the day and year first above written.

Horace C. Buckner

By: Paul J. Smith
Sttorney for Claimant

ORDINANCE #370 - AN ORDINANCE PROVIDING FOR WATER RATES AND CHARGES

Ordinance #370, being "AN ORDINANCE PROVIDING FOR WATER RATES AND CHARGES, was, upon motion of Councilman Sumner, seconded by Councilman McRary, unanimously passed on its second reading with the following vote:

Councilman Abernathy voted "aye" — Councilman McRary voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Presley voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

BOARD OF TAX SUPERVISION - APPROPRIATION REQUEST FOR COUNTYWIDE ASSESSMENT AND VALUATION TAX PROGRAM

The City Manager informed the Council that the Board of Tax Supervision had submitted to the City a supplement to its budget requesting that the City appropriate for the forthcoming fiscal period 1/2 of 40% of $116,900, being the lowest bid of an Elmira, N. Y. expert tax valuation firm for the proposed tax assessment and equalization program for Buncombe County, to be completed over a two year period. R. P. Booth and Wm. T. Duckworth, Sr., Realtors, were present and voiced their support of the proposed Board of Tax Supervision valuation survey. The matter was discussed by the Council with action to be taken thereon in the forthcoming budget and appropriation ordinance of the City.

HUNTER, MISS FRANCES SUSAN - REQUEST FOR FUNDS DENIED

Miss Susan Frances Hunter again appeared before the Council and requested the Council make available some $14,000 for various ideas heretofore presented which she deemed to be in the interest of the city and area for entertainment of tourists. After discussion the Council unanimously voted to deny the foregoing request of Miss Hunter.

There being no further business the meeting was upon motion adjourned.

E W Eller
MAYOR

Lillian Ducker
ACTING CITY CLERK

Thursday, July 22, 1954 - 4:00 o'clock P.M.

The City Council met in regular session Thursday, July 22, 1954 at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. I. Abernathy, Frank Mulvaney, R. I. Presley, J. W. McRary, T. B. Sumner, Clarence Morgan, City Manager Weldon Weir and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A communication from the Planning & Zoning Commission advised the Council of a public hearing to be held on August 10th to hear any opposition to the requested rezoning of property on Hendersonville Road by Wm. W. Dodge from residential to business.

A petition was presented to the Council from residents in the Colonial Place - Mt. Vernon Circle section of the city stating their objections to the proposed erection of a fire station at this location. This was accepted by the Council as information.

Ordinance 370 - being "AN ORDINANCE PROVIDING FOR WATER RATES AND CHARGES", was, upon motion of Councilman Sumner, Seconded by Councilman McRary, unanimously passed on its third and final reading with the following vote:

Councilman Abernathy voted "aye" — Councilman McRary voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Presley voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 370

AN ORDINANCE PROVIDING FOR WATER RATES AND CHARGES

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That from and after the 6th day of August, 1954 the water rates and charges for use from the municipal water supply shall be:

Minimum rate, per month $1.54 allowing 2,250 gallons
Next 27,750 gallons or fraction thereof used per month, 62¢ per 1000 gallons.
Next 170,000 gallons or fraction thereof used per month, 45¢ per 1000 gallons.
Next 300,000 gallons or fraction thereof used per month, 31¢ per 1000 gallons.
Next 4,500,000 gallons or fraction thereof used per month, 15¢ per 1000 gallons
All water used over 5,000,000 gallons, 7½¢ per 1000 gallons.
One cubic foot equals 7½ gallons.

Section 2. The rates and charges for rent on meters connected with the municipal water supply shall be:

5/8"	10¢ per month	3"	$1.25 per month
3/4"	12¢ per month	4"	$2.00 per month
1 "	18¢ per month	6"	$4.50 per month
1 ½"	50¢ per month	8"	$6.50 per month
2 "	65¢ per month	12" Crest Meter	$7.00 per month

Section 3. That all ordinance and clauses of ordinances in conflict herewith be and the same are hereby repealed.

Section 4. That this ordinance shall be in full force and effect fifteen days from date of final passage.

I move the adoption of the foregoing ordinance, this 8th day of July, 1954.

T. B. Sumner
COUNCILMAN

SECONDED BY: J. W. McRary
COUNCILMAN

Read, approved and adopted this 22nd day of July, 1954, to become effective 6th day of August, 1954.

E. W. Eller
MAYOR

Lillian Ducker
Acting City Clerk

APPROVED AS TO FORM

Robt. W. Wells
CORPORATION COUNSEL

ORDINANCE #371 - AN ORDINANCE AMENDING ORDINANCE 369, BEING AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1954 AND ENDING MAY 31, 1955, RELATING TO DOGS

Councilman Abernathy intorduced ordinance No. 371, being "AN ORDINANCE AMENDING ORDINANCE 369, BEING AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1954 AND ENDING MAY 31, 1955, RELATING TO DOGS", which was, upon motion of Councilman Abernathy, seconded by Councilman Morgan, unanimously passed on its first reading with the following vote:

Councilman Abernathy voted "aye" — Councilman McRary voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Presley voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

BUDGET - FISCAL YEAR 1954-1955

Councilman Mulvaney introduced resolution adopting the budget for the City of Asheville for the fiscal year beginning July 1, 1954 and ending June 30, 1955, which was, upon motion of Councilman Mulvaney, seconded by Councilman Morgan, adopted by the Council with Councilman Sumner abstaining from voting giving as his reason that it included $30,000 contributed to the County Health Department which he deemed to be illegal.

Complete copy of resolution will be found in Resolution Book 33 at Page 241.

CAROLINA POWER & LIGHT CO. - STATE UTILITIES COMMISSION REPORT ON RATES

City Manager Weir presented report from the State Utilities Commission in reply to his request for comparative industrial rates for Duke Power and Carolina Power & Light Company, and which reply also stated that charges for electricity furnished at different locations and by separate meters could not be lumped under one billing. After discussion this reply was filed in the office of the City Clerk. The City Manager advised the Council he would persue the matter further.

NORTH FORK DAM & RESERVOIR - CHAS. T. MAIN, INC.

The City Manager presented letter from Chas. T. Main, Inc., Engineers, reporting satisfactory completion of the North Fork Dam & Reservoir.

There being no further business the meeting was upon motion adjourned.

MAYOR

Lillian Ducker
ACTING CITY CLERK

Thursday, July 29, 1954 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, July 29, 1954 at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. I. Abernathy, Frank Mulvaney, R. I. Presley, J. W. McRary, T. B. Sumner, Clarence Morgan, City Manager Weldon Weir and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved with the following addition to Item 3, Page 129. "Councilman Sumner requested the City Manager to confer with local power company officials to develop facts for discrepancy in industrial rates."

ORDINANCE #371 - BEING AN ORDINANCE AMENDING ORDINANCE #369, BEING AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1954 AND ENDING MAY #1, 1955, RELATING TO DOGS

Ordinance No. 371, being AN ORDINANCE AMENDING ORDINANCE 369, BEING AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1954 AND ENDING MAY 31, 1955, RELATING TO DOGS, was, upon motion of Councilman Abernathy, seconded by Councilman Morgan, unanimously passed on its second reading with the following vote:

Councilman Abernathy voted "aye" — Councilman McRary voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Presley voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

CLAIM - R. R. WILLIAMS FOR GARLAND REAL ESTATE & INSURANCE CO. INC. - Damages caused by relocation of Hall Street

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Mr. R. R. Williams, Attorney for Garland Real Estate & Insurance Co., Inc., presented a claim for damages caused by the relocation of Hall Street in the amount of $25,000.00. This was referred to

the Corporation Counsel, and City Manager.

Ordinance 372, being AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1954-55, was, upon motion of Councilman Mulvaney, Seconded by Councilman McRary, adopted on its first reading with the following vote:

Councilman Abernathy voted "aye" — Councilman McRary voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner abstained from voting
Councilman Presley voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

Whereupon Councilman Mulvaney stated that inasmuch as the law provides that the appropriation ordinance is to be adopted not later than the first Council meeting after July 26th, and the Charter of the City of Asheville provices for such motion as I now make, I move that the requirement that this ordinance be read on three separate days be dispensed with, which motion was seconded by Councilman McRary and unanimously adopted except Councilman Sumner abstained from voting.

Ordinance No. 372, being AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1954-55, was, upon motion of Councilman Mulvaney, seconded by Councilman McRary, adopted on its second reading with the following vote:

Councilman Abernathy voted "aye" — Councilman McRary voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner "abstained from voting"
Councilman Presley voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

Ordinance No. 372, being AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1954-55, was, upon motion of Councilman Mulvaney, seconded by Councilman McRary, adopted on its third and final reading with the following vote:

Councilman Abernathy voted "aye" — Councilman McRary voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner abstained from voting"
Councilman Presley voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 372

AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1954-55

WHEREAS, on the 8th day of July, 1954 the budget estimate of the City of Asheville fiscal period 1954-55 was presented to the Council and filed in the office of the City Clerk, and on the 22nd day of July, 1954 the Council of the City of Asheville adopted an operating budget in the amount of $2,776,202.84 with a debt service of $985,910.00, making a total appropriations of $3,762,112.84;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the following operating budget is hereby adopted and the amounts indicated herein appropriated for the operation of the different departments of the City of Asheville for the fiscal year beginning July 1, 1954 and ending June 30, 1955, inclusive:

(a)	General Government	$226,151.94	
(b)	Law	8,689.50	
(c)	Finance	23,984.00	
(d)	Public Welfare	96,645.00	
(e)	Public Safety	853,495.42	
(f)	Libraries	74,843.24	
(h)	Public Works	678,970.02	
(i)	Parks and Playgrounds	130,668.68	
	Civil Service	10,540.00	
	Total General Operating		$2,103,987.80
(j)	Water Department Operating		672,215.04
	Total		$2,776,202.84
	Debt Service		
	Principal and Interest		
	General Refunding Bonds	$567,179.00	
	Water Refunding Bonds	230,000.00	
	New Water Bond Issue	188,731.00	

Total Debt Service	$985,810.00
Total Appropriations	$3,762,112.84

Section 2. That the Director of Finance of the City of Asheville is hereby authorized to make the expenditures for the operating of the departments of the City of Asheville and debt service in accordance with the budget adopted and the appropriations made and approved as aforesaid.

Section 3. That this ordinance shall be in full force and effect upon the date of final passage.

I move the adoption of the foregoing ordinance this 29th day of July, 1954.

Frank Mulvaney
COUNCILMAN

SECONDED BY: J. W. McRary
COUNCILMAN

Read, approved and adopted, this 29th day of July, 1954, to become effective 29th day of July, 1954.

E. W. Eller
MAYOR

Lillian Ducker
Acting City Clerk

APPROVED AS TO FORM:

Robert W. Wells
CORPORATION COUNSEL

ORDINANCE #373 - [illegible]
LEVYING THE TAX [illegible]
CITY OF ASHEVILLE [illegible]
CAL YEAR 1954-55

Ordinance No. 373, being AN ORDINANCE LEVYING THE TAX RATE FOR THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1954-55, was, upon motion of Councilman Morgan, seconded by Councilman Abernathy, unanimously passed on its first reading with the following vote:

Councilman Abernathy voted "aye" — Councilman McRary voted "aye
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Presley voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

LEASE - SPACE IN CITY HALL BUILDING
Dr. Patrick F. Clark and Dr. Marvin H. McCracken

Resolution was presented to the Council authorizing Mayor to enter into lease with Dr. Patrick F. Clark and Dr. Marvin H. McCracken for space in the City Building, which was, upon motion of Councilman McRary, seconded by Councilman Presley, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 3 at page 242.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

THIS LEASE, made and entered into this 1st day of August, 1954, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the LESSOR, and DR. PATRICK F. CLARK, of Buncombe County, North Carolina, hereinafter called LESSEE;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz: Room 806, containing 280 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning August 1, 1954 and ending July 31, 1957.

3. The Lessee shall pay the Lessor rent at the rate of $1.12½ per square foot per year, payable in equal monthly installments of $26.25 each in advance on the first day of each month beginning on the first day of August, 1954 and continuing for the period of this lease.

4. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

5. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

6. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure and tenantable condition during the period of this lease, except in case of damage arising by occasion

of the negligence of Lessee, his agents, patients, guests, or employees.

8. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

9. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

10. In event the Lessee shall be recalled to active duty in the armed forces of the United States the Lessee may terminate this lease by giving reasonable notice in writing to the Lessor.

11. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankruptcy or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in this lease for the termination or expiration thereof, Such notice may be given by mail to the Lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by E. W. ELLER, its Mayor, attested by the City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

CITY OF ASHEVILLE

BY E. W. Eller
MAYOR

ATTEST:

Margaret Simmons
CITY CLERK

(SEAL)

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

THIS LEASE, made and entered into this 1st day of August, 1954, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and DR. MARVIN H. McCRACKEN, of Buncombe County, North Carolina, hereinafter called Lessee:

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: 895 square feet of floor space contained in Room 514 in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning August 1, 1954 and ending July 31, 1957.

3. The Lessee shall pay the Lessor rent at the rate of $1.50 per square foot per year, payable in equal monthly installments of $111.81 each in advance on the first day of each month beginning on the first day of August, 1954 and continuing for the period of this lease.

4. The Lessee shall not assign this lease not sub-let the premises or any part thereof without the prior written consent of the Lessor.

5. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty and reasonable wear and tear excepted.

6. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

7. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, patients, guests or employees.

8. That if the demised premises shall be damagedby fire or other casualty the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untentable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

9. All alterations, partitions, additions, fixtures or other improvements made by wither of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

10. In event the Lessee shall be recalled to active duty in the armed forces of the United States the Lessee may terminate this lease by giving reasonable notice in writing to the Lessor.

11. It is expressley understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do,and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by its Mayor, attested by its City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

CITY OF ASHEVILLE

By E. W. Eller
MAYOR

ATTEST:

Margaret Simmons
CITY CLERK

(SEAL)

AMBOY ROAD - OFFER OF [illegible] PROPERTY BY CALVIN W. MARSHALL

The City Manager presented to the Council offer from Calvin W. Marshall to lease certain city-owned property located between Amboy Road and the French Broad River for a yearly rental of $300.00 for a term of five (5) years for use as a wholesale fuel site. After discussion, upon motion of Councilman McRary, duly seconded by Councilman Presley and unanimously adopted the Corporation Counsel was instructed to prepare a lease in accordance with the above offer beginning August 1, 1954 and containing a five year renewal clause subject to adjustment of rentals, together with resolution to Council at its next regular meeting.

CAMBRIDGE ROAD-HORIZON HILL - REQUEST FOR ADDITIONAL WATER PRESSURE - J. C. DILLARD

Mr. J. C. Dillard, Realtor, together with a group of residents in the Cambridge Road-Horizon Hill section of the city appeared before the Council requesting that a pump or storage tank be installed to increase water pressure in that section. After discussion in which Mr. Weir pointed out that if Mr. Dillard and the property owners would furnish the materials the city would furnish labor and install the necessary facilities, a motion was made by Councilman Sumner that Mr. Weir take the matter up with Mr. Dillard and other interested parties immediately and work out a plan for the proper solution to the problem and report to the Council. Motion was seconded by Councilman Mulvaney and unanimously adopted.

RECREATION PARK - REQUEST FOR USE BY NEGROES

Harold Epps, negro Attorney, together with a group of negro citizens appeared before the Council requesting the use of the facilities at the Recreation Park. The Council delayed any decision on the request, indicating that it felt a delay, possibly until after October hearings of the U. S. Supreme Court on segregation should precede any decision on the request.

There being no further business the meeting was upon motion adjourned.

MAYOR

ACTING CITY CLERK

Thursday, August 5, 1954 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, August 5, 1954 - 4:00 o'clock P. M, with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, Walter I. Abernethy, T. B. Sumner, R. I. Presley, J. W. McRary, City Manager Weldon Weir and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

PETITION - SIGNAL LIGHT BURTON STREET AND HAYWOOD ROAD

A petition was received signed by several hundred citizens requesting that a signal light be installed at the intersection of Burton Street and Haywood Road.

This petition was referred to the Director of Public Safety for study.

Ordinance No. 371, being "AN ORDINANCE AMENDING ORDINANCE 369, BEING 'AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1954 AND ENDING MAY 31, 1955, RELATING TO DOGS'", was, upon motion of Councilman Abernethy, seconded by Councilman Morgan, unanimously passed on its third and final reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Presley voted "aye"
Councilman McRary voted "aye"
Councilman Sumner voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 371

AN ORDINANCE AMENDING ORDINANCE 369, BEING AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1954 AND ENDING MAY 31, 1955, RELATING TO DOGS

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That License Schedule Section 15-"D", Ordinance 369, being an Ordinance levying, assessing, imposing, and defining the license and privilege taxes of the City of Asheville for the Fiscal year beginning June 1, 1954 and ending May 31, 1955, relating to dogs, be and is hereby amended by deleting therefrom the following:

"DOGS. (Three Months Old or Over)

Each, per annum (male and spaded female)	$1.00
Each, per annum (female)	2.50
Duplicate tags each	.10

All dogs running at large in a public place between May 1st and October 1st shall be muzzled or on a leash.

PROVIDED, that any dog caught on the streets of the city of Asheville, without a City license, shall be impounded and an impounding fee of $1.00 shall be paid, in addition to the license as prescribed in this ordinance, and if the dog is not called for within five days, the owner shall have no claim on said dog.

If the license on dogs are not paid within five days from date of notice, the owner will be subject to a summons to the Police Court of the City of Asheville.

The City Tax Office, upon positive identification of a dog biting any person, shall notify the owner to confine said dog at a licensed veterinarian for 21 days, at the owner's expense.

Seven dogs or more, see "Kennels".

NOT PRORATED."

Section 2. That this ordinance shall be in full force and effect fifteen days after date of final passage.

I move the adoption of the foregoing ordinance, this 22 day of July, 1954.

Walter I. Abernethy
COUNCILMAN

SECONDED BY: C. E. Morgan
COUNCILMAN

Read, approved and adopted this 5 day of August, 1954, to become effective 20 day of August, 1954.

APPROVED AS TO FORM:

Robt. W. Wells
CORPORATION COUNSEL

E. W. Eller
MAYOR

Lillian Ducker
ACTING CITY CLERK

ORDINANCE NO. 373 - AN ORDINANCE LEVYING THE TAX RATE FOR THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1954-55

Ordinance No. 373, being "AN ORDINANCE LEVYING THE TAX RATE FOR THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1954-55", was, upon motion of Councilman Morgan, seconded by Councilman Abernethy, unanimously passed on its second reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Presley voted "aye"
Councilman McRary voted "aye"
Councilman Sumner voted "aye"
Mayor Eller voted "aye"

LEASES - James E. Ashe and Dr. Phillip E. Russell - SPACE IN CITY BUILDING

Councilman Mulvaney introduced a resolution authorizing Mayor to enter into leases with James E. Ashe, and Dr. Phillip E. Russell for space in city building, which was, upon motion of Councilman

Mulvaney, seconded by Councilman Presley, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 3 page 243.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of August, 1954, by and between the CITY OF ASHEVILLE, a municipal corporation existing unier and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and JAMES E. ASHE, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Room 501, containing 488 square feet of space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the professional practice of public accounting.

2. To have and to hold the said premises with their appurtenances for the term of three years, beginning August 1, 1954 and ending July 31, 1957.

3. The Lessee shall pay the Lessor rent at the rate of $1.50 per square foot per year, payable in equal monthly installments of $61.00 each in advance on the first day of each month beginning on the first day of August, 1954 and continuing for the period of this lease.

4. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

5. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

6. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

7. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, guests, clients, or employees.

8. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

9. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

10. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by its City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

ATTEST:

Margaret Simmons
CITY CLERK

CITY OF ASHEVILLE

By E. W. Eller
MAYOR

James E. Ashe (SEAL)

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE made and entered into this 1st day of August, 1954, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and DR. PHILLIP E. RUSSELL, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Rooms 509 and 510, containing 803 square feet of floor space in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning August 1, 1954 and ending July 31, 1957.

3. The Lessee shall pay the Lessor rent at the rate of $1.50 per square foot per year, payable in equal monthly installments of $100.40 each in advance on the first day of each month beginning on the first day of August, 1954 and continuing for the period of this lease.

4. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

5. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

6. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

7. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, patients, guests, or employees.

8. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void, and of no effect and all rights of the parties hereto shall cease.

9. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

10. In event the Lessee shall be recalled to active duty in the armed forces of the United States the Lessee may terminate this lease by giving reasonable notice in writing to the Lessor.

11. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by its Mayor, attested by its City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

CITY OF ASHEVILLE

ATTEST:

By E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

Philip E. Russell (SEAL)

[illegible] - [illegible] SEAL -
[illegible]

Councilman McRary introduced a resolution authorizing Mayor to enter into lease with Calvin W. Marshall for certain property on Amboy Road, which was, upon motion of Councilman McRary, seconded by Councilman Abernethy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 3 at page 244.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE made and entered into this 1st day of August, 1954, by and between CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the LESSOR, and CALVIN W. MARSHALL, hereinafter called the LESSEE;

WITNESSETH:

That subject to the terms and conditions hereinafter set forth, said Lessor doth hereby let and lease unto said Lessee, and said Lessee doth hereby accept as Lessee of said Lessor, certain parcels of land situate, lying and being in the City of Asheville, Buncombe County, North Carolina, and more particularly described as follows:

First Tract: BEGINNING on a stake in the South margin of Amboy Road, and the Northeast corner of lot No. 80 of said plat hereinafter referred to, runs thence with the East line of lot No. 80, South 15 deg. 20' East, 290feet to a stake in the bank of French Broad River; thence with the North bank of said River, North 68 deg. East, 100 feet to a stake, the Southwest corner of lot No. 82; thence with the West line of said lot No. 82, North 15 deg. 20'West 270 feet to a stake in the South margin of Amboy Road; thence with the said margin of said Road, South 67 deg. 10' West, 100 feet to the BEGINNING. Being lot No. 81, of the Green and Thrash lands, subdivided by C. H. Neal, C. E. plat of which is duly recorded in the Office of the Register of Deeds for Buncombe County, N. C. in plat book No. 2, at page 77. Being the same lot designated as Lot 25, Sheet 5 on Buncombe County and City of Asheville tax maps.

Second Tract: BEGINNING on a stake in the South margin of Amboy Road, the Northeast corner of lot No. 81,

of a plat hereinafter referred to; runs thence with the East line of Lot No. 81, South 15 deg. 20' East, 270 feet to a stake in the bank of the French Broad River; thence with the North bank of said French Broad River, North 68 deg. East 103 feet to a stake, the Southwest corner of lot No. 83 of said plat; thence with the West line of said lot No. 83, North 15 deg. 20' West, 261 feet to a stake in the South margin of Amboy Road; thence with the said margin of said Road, South 74 deg. 40' West, 100 feet to the BEGINNING. Being Lot No. 82, of a plat of the Green and Thrash lands, subdivided by C. H. Neal, plat of which is duly recorded in the Office of the Register of Deeds for Buncombe County, N. C. in book of plats no. 2, at page 77. Being the same lot designated as Lot 24, Sheet 5, Ward 5 on Buncombe County and City of Asheville tax maps.

TO HAVE AND TO HOLD said lands and premises, together with all privileges and appurtenances thereunto belonging, to him the said Lessee and his heirs for the term and upon the conditions hereinafter set forth:

1.

This lease shall begin as of the date hereof and, unless sooner terminated as herein provided, shall exist and continue for a term of five years until the 31st day of July, 1959.

2.

As rental for said premises said Lessee shall pay to said Lessor by mail or at the place of business of said Lessor, and without notice or demand therefor, the sum of Three Hundred ($300.00) Dollars per year, payable in advance on or before the 10th day of each August for the then current year.

3.

During the term of this lease Lessee shall pay all taxes upon any and all buildings and improvements erected by him on said land.

4.

It is understood and agreed that Lessee accepts said premises in the physical condition in which the same now are, and that said demised premises are subject to flood, and the Lessor shall be under no obligation whatsoever to drain, restore or repair any damage to the land or demised premises in event of flood.

5.

Lessee may at any time during the term of this lease erect upon the demised premises such buildings or other improvements as he may elect, and on or before the termination of this lease remove the same, provided that at the time of such removal all installments of rent have been paid; and provided further that in addition to the rental herein set out, Lessee shall repay to Lessor all sums which Lessor may be required to pay as taxes on account of such buildings or other improvements.

6.

It is expressly agreed that this lease is executed and accepted subject to all lawful zoning ordinances and regulations of the City of Asheville, now in force or hereafter adopted which in any manner affect the use of said premises.

7.

Lessor assumes no obligation whatever to repair or replace any building or improvement on the demised premises which is damaged or destroyed by fire, flood or other casualty; but Lessee may at his own option and expense cause said buildings to be insured and in case of damage or destruction use all sums collected from such insurance in repairing or replacing said buildings.

8.

It is expressly agreed that if at any time during the term of this lease Lessee should be adjudged bankrupt or insolvent by any Federal or State court of competent jurisdiction Lessor may at its option declare this lease terminated and cancelled and take possession of said premises.

9.

Lessee shall not assign this lease or sublet any part of the demised property without the prior written consent of Lessor.

10.

If all installments of rental theretofore due have been paid and all other conditions of this lease have been properly complied with by him, Lessee may at his option extend this lease for an additional period of five years, by giving to Lessor written notice of his intention so to do not later than the 1st day of June, 1959; and in the event of such extension all of the terms and conditions herein set out shall continue in full force and effect, except that the amount of the yearly rental to be paid during such extension shall be determined as follows: If the parties hereto cannot agree each party shall select an arbitrator, and if these two cannot agree they shall select a third, and the decision of any two of these three fixing a fair yearly rental to be paid for said premises during such extension shall be binding on both parties; provided such rental shall not be less than the rental hereinabove set out.

11.

It is expressly agreed that if any yearly installment of rent as herein called for remain overdue and unpaid for thirty days, Lessor may at its option at any time during such default declare this lease terminated and cancelled and take possession of said premises.

12.

It is, however, understood and agreed that this lease and the demised premises are subject to those certain easements and rights-of-way now existing thereon by Carolina Power and Light Company.

IN TESTIMONY WHEREOF, said parties have executed this contract in duplicate originals, one of which is retained by each of the parties.

ATTEST:

CITY OF ASHEVILLE

Margaret Simmons
CITY CLERK

By E. W. Eller
MAYOR

Calvin W. Marshall (SEAL)

[illegible]

City Manager Weir reported that certain water connections had been made in the Colonial Heights area to improve the flow and pressure, and it was felt that these connections would eliminate the trouble concerning quality and pressure of the water. However, these connections would not provide water for the real estate development as requested by Mr. Dillard, which matter would be taken up with Mr. Dillard.

CAROLINA POWER & LIGHT COMPANY - [illegible]

City Manager Weir presented to the Council a report received from Carolina Power & Light Company regarding rates for electricity to industrial users. Mr. Weir suggested that this report be studied by the Council before taking any action on a petition to the Utilities Commission concerning rates charged City of Asheville. There was a discussion of this matter by different members of the Council, and it was concluded that this report would be studied and the matter would be considered at the next meeting of the Council.

[illegible]

City Manager Weir advised the Council that he could see no reason for recommending that the policy for operating recreational and park facilities by the city be changed, and that without objection by the Council the present policies would continue.

CLAIM - MRS. HILDA HARDING

Mr. Henry Fisher, attorney for Mrs. Hilda Harding, presented a claim for damages in the amount of $5,350.00, which was referred to the Corporation Counsel.

Asheville, N. C.
August 4, 1954 Notice of Claim

J. Weldon Weir, City Manager
Mr. E. W. Eller, Mayor, and
Members of the City Council

Gentlemen:

You are hereby notified that my son, Roy Harding, was in an accident Saturday night, July 31, 1954, as a result of a hole in Mt. Clare Avenue, due to the negligent maintenance of said street in the City of Asheville, broke a tierod, resulting in the car being operated by my son, Roy Harding, a minor, to crash into a house, causing damage to the house of approximately $200.00, complete loss of an automobile valued at $150.00 and resulting in my son receiving a serious injury and damage to his face by his nose having multiple brakes, which caused my son to suffer severe pain.

Demand is hereby made for $350.00 actual damage and $5,000.00 personal injury, for and on behalf of my minor son, Roy Harding.

Respectfully submitted this 4th day of August, 1954.

S/ Mrs. Hilda Harding
Mrs. Hilda Harding
771 Haywood Road
West Asheville, N. C.

There being no further business, the meeting was upon motion adjourned.

MAYOR CITY CLERK

Thursday, August 12, 1954 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, August 12, 1954, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen R. I. Presley, T. B. Sumner, F. M. Mulvaney, J. W. McRary, C. E. Morgan, W. I. Abernethy, City Manager Weldon Weir and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

[illegible] (GLENDALE-WELLS ROAD)

A communication was received from the Planning and Zoning Commission recommending to the City Council the rezoning of Lots 66-69, Sheet 4, Ward 7 from RA-5 Residential to Business District.

August 11, 1954

To the Honorable Mayor and
Members of the City Council
City of Asheville
Asheville, North Carolina

Gentlemen:

At the regular meeting of the City of Asheville Planning and Zoning Commission held on August 10, 1954, a public hearing was held on the request of Mr. W. W. Dodge for the rezoning of Lots 66-69, Sheet 4, Ward 7, from RA-5 Residential to Business District.

There was no one present at the meeting who objected to the rezoning and the Planning and Zoning Commission voted unanimously to recommend to the City Council the rezoning of Lots 66-69, Sheet 4, Ward 7, from RA-5 Residential to Business District.

Yours very truly,

S/ J. M. Coleman
J. M. Coleman, Chairman
Planning and Zoning Commission

JMC:ls

The recommendation of the Planning and Zoning Commission was accepted by the Council, and the Corporation Counsel was instructed to prepare an ordinance complying with said recommendation to be placed before the Council, and to give notice and publication of a public hearing to be held on same.

CIVIL SERVICE - RULE REGARDING NON-CUMULATIVE ANNUAL LEAVE, [illegible] SICK LEAVE, LEAVE OF ABSENCE

A communication was received from the Civil Service Board establishing a rule concerning non-cumulative annual leave, cumulative sick leave and leave of absence, and requesting the consideration of the Council as provided for in the act establishing the Civil Service Board of the City of Asheville.

The City Manager recommended that said rule include all city employees. Following a discussion by members of the Council, Councilman Abernethy moved that Thursday, August 26th, be set for a public hearing on said rule, which motion was duly seconded and unanimously adopted.

ORDINANCE 373 - AN ORDINANCE LEVYING THE TAX RATE FOR THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1954-55

Ordinance No. 373, being "AN ORDINANCE LEVYING THE TAX RATE FOR THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1954-55", was, upon motion of Councilman Morgan, seconded by Councilman Abernethy, unanimously passed on its third and final reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Presley voted "aye"
Councilman McRary voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 373

AN ORDINANCE LEVYING THE TAX RATE FOR THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1954-55

WHEREAS, on the 29th day of July, 1954 the City Council of the City of Asheville passed an ordinance adopting an operating budget in the amount of $2,776,202.84 with a debt service of $985,810.00, and appropriating $3,762,112.84 therefor;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That a tax rate of $1.61 per $100.00 valuation upon all property of every nature within the corporate limits of the City of Asheville (.8679 per $100.00 valuation for operating expenses, and .7421 per $100.00 valuation for debt service) be and the same is hereby levied, and ordered to be collected in accordance with law for the fiscal year 1954-55 as aforesaid.

Section 2. That this ordinance shall be in full force and effect upon the date of final passage.

I move the adoption of the foregoing ordinance, this 29 day of July, 1954.

C. E. Morgan
COUNCILMAN

SECONDED BY: W. I. Abernethy
COUNCILMAN

Read, approved and adopted this 12 day of August, 1954, to become effective 12 day of August, 1954.

APPROVED AS TO FORM:

Robt. W. Wells
CORPORATION COUNSEL

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

CAROLINA POWER & LIGHT COMPANY - RATES FOR ELECTRICITY

Councilman Sumner introduced a resolution authorizing petition to North Carolina Utilities Commission relating to electricity furnished City of Asheville, and after considerable discussion by different members of the Council said resolution failed for want of a second.

CLAIM - REBECCA JUSTUS

Mr. W. W. Carpenter, attorney for Rebecca Justus, presented a claim for damages for personal injuries in the amount of $27,000.00, which was referred to the Corporation Counsel.

Hendersonville, North Carolina

TO THE HONORABLE MAYOR, CITY MANAGER AND COUNCIL OF THE CITY OF ASHEVILLE, NORTH CAROLINA:

The undersigned, Rebecca Justus, residing at Route 3, Kanuga Road, Hendersonville, North Carolina, by and through her Attorneys W. W. Carpenter and L. B. Prince hereby files a claim against the City of Asheville for personal injuries to her person sustained by her at the time, place and manner hereinafter set out, to-wit:

1. Date: June 8, 1954 at approximately 9:00 P. M.

2. Place: Asheville Recreation Park in Buncombe County.

3. Manner of injury infliction: That the said Rebecca Justus received a fractured arm and broken wrist, the same being the right arm and wrist, and the radial bone was shattered in such a manner that it was impossible for said bone to be set in a satisfactory manner by Dr. F. O. Trotter at the Pardee Memorial Hospital on the night of June 8, 1954, and subsequently the services of a bone specialist in Greenville, South Carolina were required for an operation which necessitated a cleavage of each end of the shattered bone and the removal of a piece of bone from the claimant's hip which was inserted between the severed bones and fixed with a pin. That claimant's arm is at the present time in a cast and she is informed and believes that it will be necessary for her to wear said cast for a period of at least six months from this date, and the extent of her recovery cannot be determined until the cast is removed for inspection. Your Claimant estimates that medical and hospital expenses will amount to $2,000.00, and that she has been damaged in addition thereto because of the injuries hereinbefore detailed in the sum of $25,000.00.

That the Claimant was injured while riding as a guest in an electric auto car owned and operated by the City of Asheville at the Asheville Recreation Park and that the City of Asheville, through its agents, servants and employees while acting within the scope of their employment and authority, permitted their auto cars to be operated in a dangerous willful, reckless, wanton and careless manner and that the very nature of said auto cars is such that the City of Asheville would or should know that they were dangerous to operate and that guests would be injured from the result of said operation and that this Claimant had no notice or warning as to the dangerous nature of said devices and that there were no appropriate signs or warning or other indications that this Claimant would be injured on said device.

As a result of a collision between the auto car which she was occupying and another auto car operated by the City of Asheville, this Claimant was violently thrown out of said vehicle in such a manner and with such force that the impact with the hard floor resulted in the injuries hereinbefore described.

That your Claimant requests the payment to her of $2,000 for medical and hospital bills and $25,000.00 for injuries sustained, and now makes claim for restitution against the City of Asheville.

Respectfully submitted, this the 12 day of August, 1954.

S/ Rebecca Justus
CLAIMANT

S/ L. B. Prince & W. W. Carpenter
Attorneys for Claimant

[illegible]

The City Manager presented the Audit Report of the City of Asheville Board of Alcoholic Control for the period ending June 30, 1954.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, August 19, 1954 - 4:00 o'clock P. M.

Because of the lack of a quorum, no meeting of the City Council was held on the above date.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, August 26, 1954 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, August 26, 1954, at 4:00 o'clock P. M. with Mayor F. W. Eller presiding. Present: Councilmen J. W. McRary, R. I. Presley, C. E. Morgan, T. B. Sumner, W. I. Abernethy, City Manager Weldon Weir and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

[illegible]

A claim for damages to property of James G. Christopher in the amount of $4,500.00 was presented, and same was referred to the Corporation Counsel for investigation.

TO THE HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL OF ASHEVILLE, NORTH CAROLINA, GREETING:

GENTLEMEN:

You are hereby informed that the undersigned did, on the 20th day of August, 1954, sustain considerable damage to his residence at 155 Druid Drive, in that an excessive flow of water through improperly maintained drainage facilities, destroyed a portion of the foundation of his home and destroyed a considerable amount of personal property of the undersigned.

The situation, out of which this damage arose, has been called to the attention of the Engineering Department of the City of Asheville, North Carolina, and the undersigned was told that the drainage facilities would be improved and this condition corrected. To date, no such improvement or correction has been made. It is the request of the undersigned that the drainage ditch running parallel with Druid Drive on the west side of Patton Avenue in West Asheville, North Carolina, be improved and enlarged to carry the excessive flow of water in the area mentioned, which has resulted from the great amount of paving that has fairly recently been done in the general area mentioned.

Other types of damage sustained by the undersigned is that of excessive refuse flowing into and remaining in his basement, and obnoxious odors from raw sewage permeating his home, and of water damage to his furnace and other belongings in the said basement.

The undersigned verily believes that he has been damaged by this excessive flow of water in the amount of $4,500.00, and respectfully requests that he be reimbursed in this said amount and that the said drainage ditch be permanently repaired to prevent any future damage.

S/ James G. Christopher
James G. Christopher

AIRPORT SURVEY REQUESTED

A communication was received from the Aviation Committee of the Asheville Chamber of Commerce, Inc., containing a resolution that the governing bodies of the City of Asheville and of Buncombe County be requested to immediately conduct a complete survey looking toward the acquisition and development of adequate airport facilities for this community.

City Manager Weir advised the Council that he had conferred informally with Mr. Coke Candler, Chairman of the Buncombe County Board of Commissioners, concerning this request, and he and Mr. Candler were very appreciative of the report made by this committee. However, neither the City nor County has sufficient facts from an engineering and financial viewpoint to make a report. Mr. Weir further stated that he understood certain property on the Biltmore Estate was considered, and with the permission of the Council and the Biltmore Estate officials he would request the City Engineering Department to make a preliminary engineering study to be incorporated in a report before any official action is taken.

MUNICIPAL GOLF COURSE - OFFER TO PURCHASE BY HAW CREEK COMMUNITY CLUB, INC.

A formal offer to purchase the Municipal Golf Course was presented to the Council by the Haw Creek Community Club, Inc.

August 25, 1954

The Mayor and City Council of
the City of Asheville

Gentlemen:

As you have been previously advised, the Haw Creek Community Club, Inc., desires to purchase the property known as the Municipal Golf Course. In order that you may have the formal agreement and offer, the following is respectfully submitted:

1. The Haw Creek Community Club, Inc., offers and agrees to bid at public sale the sum of $75,000.00, to be payable as follows: 10% deposit at the time of the completion of the public sale; $25,000.00 in cash upon the delivery of the deed with warranty after the acceptance of the bid by the Council of the City of Asheville, the aforementioned 10% deposit to be credited towards said $25,000.00 payment.

The balance of the purchase price to be payable in ten (10) equal yearly installments with interest thereon at five per cent (5%) per annum, interest payable semi-annually, said amounts to be secured by deed of trust upon the property.

2. Said Haw Creek Community Club, Inc., further agrees that the property will be maintained as a golf course open to the public but subject to reasonable rules and regulations of said Haw Creek Community Club, Inc.

3. As evidence of good faith and to cover the cost of advertisement, the said Haw Creek Community Club, Inc. deposits the sum of $100.00 with the City Manager of the City of Asheville.

HAW CREEK COMMUNITY CLUB, INC.

By Oliver Hoover
Chairman - Executive Committee

Laurence C. Stow
Member - Executive Committee

Derwood R. Brown
Member - Executive Committee

MUNICIPAL GOLF COURSE - ADVERTISEMENT AUTHORIZED

Following a discussion by the Council, Councilman Sumner introduced a resolution authorizing City Manager to advertise certain property belonging to the City of Asheville to be sold at public auction, which was, upon motion of Councilman Sumner, seconded by Councilman McRary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 245.

CIVIL SERVICE - RULE REGARDING NON-CUMULATIVE ANNUAL LEAVE, CUMULATIVE SICK LEAVE, LEAVE OF ABSENCE

This being the date set for the public hearing on the rule submitted to the City Council by the Civil Service Board regarding non-cumulative annual leave, cumulative sick leave and leave of absence, and there being no opposition to said rule, Councilman Presley moved that said rule known as Rule 17 and 17A be approved, which motion was seconded by Councilman Morgan and unanimously adopted, which rule is as follows:

17. NON-CUMULATIVE ANNUAL LEAVE

All members of the Classified Civil Service shall be entitled in each calendar year to annual leave of absence with pay as follows: those members who have been in the continuous service for one full year, five days; those members who have been in the continuous service for two full years, ten days; and those members who have been in the continuous service for three full years, fifteen days. Such annual leave shall not be cumulative.

CUMULATIVE SICK LEAVE

All members of the Classified Civil Service who have been in the service for one full year shall be entitled in each calendar year to fifteen days sick leave with pay, provided that the part unused in any such year shall be accumulated for succeeding years until it totals for all sick leave earned or accumulated not exceeding sixty days. No sick leave shall be allowed unless accompanied by a certificate of a licensed physician. Provided further, that in case of separation from the service by resignation or otherwise all sick or annual leave accrued shall automatically be cancelled. The word "days" as used in this rule with reference to both annual and sick leave shall mean calendar days without regard to Sundays or legal holidays.

17A. LEAVE OF ABSENCE

Employees must give written request for leave of absence to department head, except for annual sick leave. Leave of absence may be granted for a specific length of time and without pay, provided that any leave of absence in excess of annual leave or sick leave shall be approved by the Board upon recommendation of department head.

CITY EMPLOYEES - NON-CUMULATIVE ANNUAL LEAVE, CUMULATIVE SICK LEAVE AND LEAVE OF ASSENCE

Councilman Morgan moved that the Civil Service Rule relating to annual and sick leave which the Council has just approved be adopted as the rule and policy of the City applicable to all the employees and officers of the City of Asheville, whether or not under Civil Service, which motion was seconded by Councilman Presley and unanimously adopted.

LEASE - GENERAL OUTDOOR ADVERTISING COMPANY

Councilman Morgan introduced a resolution authorizing Mayor to execute lease with General Outdoor Advertising Company, which was, upon motion of Councilman Morgan, seconded by Councilman Abernethy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 3 at page 246.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

THIS LEASE, made and entered into this 1st day of September, 1954 by and between the CITY OF ASHEVILLE, hereinafter called Lessor, and GENERAL OUTDOOR ADVERTISING COMPANY, hereinafter called Lessee;

W I T N E S S E T H:

That the Lessor hereby leases to Lessee, for and in consideration of the rental sum of $45.00 to it in hand paid by Lessee, receipt whereof is hereby acknowledged, the following described property in the City of Asheville:

Being Lot 45 as shown on a plat recorded in Deed Book 71 at page 474 in the office of the Register of Deeds for Buncombe County, N. C., reference to which said deed book and plat is hereby made for a greater certainty of description; said Lot 45 being an eastern portion of the lot designated as Lot 106, Ward 4, Sheet 4 on the Tax Maps of Buncombe County and the City of Asheville, and being the same lot as described in a deed to the City of Asheville dated October 6, 1917 and recorded in deed book 252 on page 481, Buncombe County records.

This lease is made for the specific purpose of allowing Lessee to erect and maintain on said property two panel signboards.

It is agreed between the parties hereto that if Lessor should deem it necessary to use the above mentioned lot for other purposes this lease shall then be void.

This lease shall be in force and effect for a period of one year from this date with the exception above made.

CITY OF ASHEVILLE

ATTEST:

By E. W. Eller
Mayor

Margaret Simmons
City Clerk

GENERAL OUTDOOR ADVERTISING COMPANY

By

AUDIT REPORT - TAX SUPERVISION

The City Manager presented an audit report which had been received from the Board of Tax Supervision for the period ending June 30, 1954.

AUDIT REPORT - CITY OF ASHEVILLE

The City Manager presented the annual audit report of the City of Asheville for the period ending June 30, 1954.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, September 2, 1954 - 4:00 o'clock

The City Council met in regular session Thursday, September 2, 1954, at 4:00 o'clock P. M. with E. W. Eller presiding. Present: Councilmen C. E. Morgan, F. M. Mulvaney, J. W. McRary, T. R. Sumner, W. I. Abernethy, City Manager Weldon Weir and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

LEASE - ROSELLA F. HAYNES (Off-Street Parking, Woodfin Street)

Councilman Morgan introduced a resolution authorizing Mayor to execute lease with Rosella F. Haynes (widow) for certain property for operating off-street public parking facilities by the city, which was, upon motion of Councilman Morgan, seconded by Councilman Abernethy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 247.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of September, 1954, by and between ROSELLA F. HAYNES (widow), hereinafter referred to as Lessor, and CITY OF ASHEVILLE, a municipal corporation of the State of North Carolina, hereinafter referred to as Lessee;

WITNESSETH:

That the Lessor, for and in consideration of the rents, covenants and conditions hereinafter mentioned to be kept and performed by the Lessee, does hereby rent, demise and lease unto the said Lessee, the following described premises located in the City of Asheville, Buncombe County, North Carolina, to-wit:

TRACT NO. 1: Being all of that property as described in a certain deed dated December 30, 1943 from Wachovia Bank & Trust Company to Marion B. Haynes and wife, Rosella F. Haynes, which deed is recorded in the office of the Register of Deeds for Buncombe County in deed book 353 at page 367, reference to which is hereby made for greater certainty of description, and being that property designated on City of Asheville and Buncombe County tax maps as Lot 108, Sheet 2, Ward 2.

TRACT NO. 2: BEGINNING at a locust hub which stands South 88 deg. 54' East 144.05 feet from an iron pipe in the eastern margin of Central Avenue, said iron pipe being the southwest corner of a lot which was formerly owned by Nora Revell and now owned by Saul Sussman, said iron pipe also standing 115 feet in a southern direction from the intersection of said margin of said Avenue with the southern margin of Orchard Street; and runs thence South 88 deg. 54' East 144.41 feet to an old locust hub and iron pipe; thence South 5 deg. 43' West 128.7 feet to a stake at the southeast corner of the property described in the deed hereinafter referred to; and runs thence North 82 deg. 29' West 155 feet to a stake in the eastern margin of a twelve foot driveway; and runs thence with said margin of said driveway North 6 deg. 04' East 56.48 feet to a stake; thence with the southern and eastern margin of another twelve foot driveway South 85 deg. 32' East 12 feet to a locust hub, and North 4 deg. 12' East 55.5 feet to the place of BEGINNING. Being part of the property conveyed to R. L. Plemmons and wife by Roosevelt Brazill by deed dated February 2, 1945 and recorded in the Buncombe County Register's office in book 558 at page 286.

There is also hereby conveyed the right to use in common with adjacent property owners a twelve foot driveway extending eastward from the eastern margin of Central Avenue to the western margin of the above described property, and also a similar right to use the twelve foot driveways immediately adjacent to the western margin of the above described property, said driveways being particularly shown on a plat which is recorded in said Register's office in book 23 at page 19.

And being the same property described in a deed dated June 3, 1948 from R. L. Plemmons and wife, Ruby L. Plemmons, to W. R. Haynes and wife, Rosella F. Haynes, which deed is recorded in the office of the Register of Deeds for Buncombe County in book 659 at page 22, and being that property designated on City of Asheville and Buncombe County tax maps as Lot 93 3/4, Sheet 2, Ward 2.

TRACT NO. 3: Being all that property as described in those two certain deeds dated January 3, 1953 and November 17, 1952, respectively, and from J. T. Lykes as Executor of the Estate of F. E. Lykes, et al to Rosella F. Haynes, and from Lykes Brothers, Inc. to Rosella F. Haynes, respectively, recorded in the office of the Register of Deeds in deed books 727 at page 320 and 727 page 316, respectively, reference to which is hereby made for greater certainty of description, and being that property designated on City of Asheville and Buncombe County tax maps as Lot 108¼, Sheet 2, Ward 2.

TRACT NO. 4: BEGINNING at a stake in the northern margin of Woodfin Street, the southeast corner of the Wolfe Lot, as heretofore conveyed by A. C. Biggs to the Haw Creek Realty Company, which said beginning stake is the beginning corner of a deed from M. B. Roper to A. C. Biggs, dated April 25, 1925, recorded in the office of the Register of Deeds for Buncombe County in book 306 at page 221, and runs thence with the eastern line of said Wolfe Lot north 11 deg. 48' west 136.7 feet to a stake; thence north 5 deg. 24' east 155.7 feet to a stake; thence north 75 deg. 8' east 25 feet to a stake; thence south 5 deg. 24' west 155.7 feet to a stake; thence south 11 deg. 48' east 136.4 feet to a stake on the north margin of Woodfin Street; thence with said margin of Woodfin Street south 75 deg. 8' west 25 feet to the BEGINNING. Being the same land described in a deed from the Board of Tax Supervision for Buncombe County to Marion B. Haynes, dated July 28, 1944, recorded in the office of the Register of deeds in book 350 at page 171, reference to which is hereby made for greater certainty of description, and being the land designated as Lot 108½, Sheet 2, Ward 2 on City of Asheville and Buncombe County tax maps.

1.

TO HAVE AND TO HOLD the above described premises unto said Lessee for a term of Twenty-five (25) years, beginning _____, 1954 and extending until _____, unless terminated at an earlier date as hereinafter provided.

2.

The Lessee agrees to pay to the Lessor as rental for the leased premises on or before the 10th day of each calendar month all of the gross receipts not exceeding the sum of Fifty ($50.00) Dollars taken in and received by the Lessee from the said premises or from any operation conducted thereon during the preceding calendar month, and forty-five (45%) of all gross receipts above and exceeding said $50.00 taken in and received by the Lessee from the said premises or from any operation conducted thereon during such preceding calendar month.

3.

It is understood and agreed between the parties hereto that the Lessee shall operate on the premises hereby leased a public parking lot and shall conduct thereon operations auxiliary to the operation of a public parking lot and that said premises shall be used by the Lessee for no other purpose whatsoever; and in the event said premises shall cease to be used as a public parking lot this lease shall automatically terminate.

4.

The Lessee covenants and agrees as follows:

(a) That it will, at its own expense, raze and demolish, or cause to be razed and demolished all

houses, buildings and structures which may be on said premises, and will pay over to the Lessor any profits from the salvaged materials which are in excess of the expenses for so razing and demolishing said houses, buildings or structures.

(b) That it will, at its own expense, level the property above described so that the maximum use of the property may be utilized for the purpose set forth in the preceding paragraph and make all necessary improvements thereon.

(c) That it will apply stone surface to the property hereby leased.

(d) That it will keep all improvements erected or placed on the premises in reasonable repair and that said improvements shall become the property of the Lessor at the termination of this lease.

(e) That it will supervise and operate the property as a public parking lot in a proper and business-like manner, keeping proper records of all receipts from said operation and that it will charge for parking the prevailing prices for parking in lots substantially located as the premises above described.

(f) That the Lessor shall have the right to inspect any records of the Lessee relating to the operation of said parking lot, or any receipts therefrom, and shall have the right to make any other investigation of books or records of said receipts which may be necessary and proper.

(g) That it will pay all utilities and expenses in connection with the use and operation of said parking lot during the term of this lease.

(h) That the Lessee shall furnish to the Lessor a statement showing the cost to the Lessee of the improvements made to or placed upon the premises, which said improvement cost shall not exceed $10,000.00.

5.

It is further contracted and agreed between the parties hereto that at any time the said Lessor, her heirs and assigns, shall have the additional right, in her discretion, in the event she can show a bona fide arrangement to build a substantial structure on the premises, or to sell all of said premises, to terminate this lease, provided, that in event this lease is so terminated within five years from the date of this lease said Lessor, her heirs and assigns shall pay to the Lessee the said cost of the improvements, less $2,000.00 for each 12 month period beginning with the date of this lease until the date of such termination, and in addition to said $2,000.00 there shall be deducted from said cost of improvements the amount of net revenue in excess of said $2,000.00 (net revenue being defined as the amount of Lessee's 55% share of the gross receipts exceeding $50.00 per month as defined in Paragraph 2 of this lease after deducting therefrom the total sum of operating expenses for the period of time being computed for the parking facility by the Lessee) and for each such 12 month period received by the Lessee up to said date of termination within said 5 years (any portions of said 12 month periods to be pro-rated).

6.

It is further agreed between the parties that if the Lessee at any time fails to pay the rental above provided for within thirty days after the same shall become due, or shall fail to keep and perform any of the covenants or agreements which are hereinbefore mentioned to be kept or performed by the said Lessee, then and in either of the events hereinbefore specified the said Lessor, her heirs and assigns, may at her option declare this lease cancelled and terminated after giving to the Lessee ten days written notice of her intention so to do. Thereupon, the said Lessor, her heirs and assigns, may take possession of the premises without any legal process and the Lessee agrees to surrender the premises to the Lessor, her heirs and assigns immediately.

7.

The Lessor hereby covenants and agrees with the Lessee that subject to the terms and conditions hereinabove set forth, the Lessee shall have and enjoy the premises during the term herein provided for, free from the adverse claims of any and all persons whomsoever.

IN WITNESS WHEREOF, the said Lessor has hereunto set her hand and seal; and the said Lessee has caused this instrument to be executed in its name by its Mayor and attested to by its Clerk and its corporate seal attached, all under and by virtue of the authority duly granted by resolution adopted by the Council of the City of Asheville, this lease and the resolution authorizing same having been duly submitted to and approved as to form by its corporate counsel and all matters and things necessary and proper for the said City of Asheville to execute this contract having been duly and properly done, this the day and year first above written.

Rosella F. Haynes (SEAL)

ATTEST:

Margaret Simmons
City Clerk

CITY OF ASHEVILLE

By E. W. Eller
Mayor

ORDINANCE #374 - AMENDING ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE"

Mayor Eller announced that this was the date set for the public hearing on the requested change in certain property known as Lots 66-69, Sheet 4, Ward 7, from RA-5 Residential to Business District.

There being no opposition to said change, Councilman Abernethy introduced Ordinance No. 374, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", which was, upon motion of Councilman Abernethy, seconded by Councilman Mulvaney, unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman McRary voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

MUNICIPAL GOLF COURSE -
PROPOSED SALE

In the matter of the proposed auction of the Municipal Golf Course, which auction is to be held

subject to the condition that the Grantee thereof shall maintain the premises as a golf course open to the public, subject to reasonable rules and regulations, and if said premises cease to be maintained as a golf course open to the public the premises so conveyed shall revert to the City of Asheville, its successors or assigns. Councilman Sumner suggested that the Council should have the right to approve said rules and regulations and place a limitation on the time said property be maintained as a golf course.

City Manager Weir stated that this matter would be investigated and a report made to the Council.

Reuben Dailey, representing negro citizens, protested the proposed auction, and also requested that the rules and regulations be made public.

SOUTH ASHEVILLE SECTION

Forrest Harty, on behalf of himself and certain other residents in the South Asheville section, appeared before the Council with the request that Thurland, Norfolk and other streets in this section be paved.

City Manager Weir advised the Council that a survey was being made to establish the rights-of-way on these streets, and the work would proceed as rapidly as possible.

There being no further business, the meeting was upon motion adjourned.

Margaret Simmons
CITY CLERK

Thursday, September 9, 1954 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, September 9, 1954, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, T. B. Sumner, J. W. McRary, R. I. Presley, W. I. Abernethy, C. E. Morgan, City Manager Weldon Weir and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

ORDINANCE #374 - AMENDING ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE"

Ordinance #374, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", was, upon motion of Councilman Abernethy, seconded by Councilman Mulvaney, unanimously passed on its second reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Presley voted "aye"
Councilman McRary voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

MUNICIPAL GOLF COURSE -
PROPOSED SALE RESCINDED

City Manager Weir advised the Council that in the question of the legal advertisement now appearing in local newspapers for the sale of the city-owned Municipal Golf Course it is not clear to the City Manager's office the many legal requirements to guarantee the future operation of this property as a public golf course in the manner desired by the City, and until unquestionable means can be found to accomplish this it is recommended that the City Council consider revoking its advertisement and authorization for sale of the golf course.

Whereupon, Councilman Sumner introduced a resolution withdrawing advertisement and cancelling public sale of Municipal Golf Course, which was, upon motion of Councilman Sumner, seconded by Councilman McRary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 248.

BUDGET STATEMENT

The City Manager presented the budget statement showing the financial position of the city for the period ending August 31, 1954.

AUDIT - SINKING FUND COMMISSION
FOR BUNCOMBE COUNTY

The City Manager presented the Annual Audit Report of the Sinking Fund Commission for Buncombe County for the period ending June 30, 1954.

There being no further business, the meeting was upon motion adjourned.

Margaret Simmons
CITY CLERK

Thursday, September 16, 1954 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, September 16, 1954, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, J. W. McRary, R. I. Presley, T. B. Sumner, W. I. Abernethy, C. E. Morgan, and City Manager Weldon Weir.

The minutes of the previous meeting were read and approved.

ORDINANCE #374 - AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE"

Ordinance #374, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINA
#322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", was, upon motion of Council
Abernethy, seconded by Councilman Mulvaney, unanimously passed on its third and final reading with the follow
vote:

Councilman Abernethy voted "aye" — Councilman McRary voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Presley voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 374

AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVI
ING FOR THE ZONING OF THE CITY OF ASHEVILLE"

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the zoning map and zoning ordinance, being Ordinance No. 322 known as "AN ORDI
PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE" be and is hereby amended as follows:

(Lots hereinafter referred to under this section shall mean Lots of Record and be as defined in
Ordinance No. 322, and the designated lot numbers, sheets and wards hereinafter referred to under this sectio
shall refer to the City of Asheville and Buncombe County Tax Maps.)

That Lots 66, 67, 68 and 69, Sheet 4, Ward 7, be rezoned from RA-5 Residential to Business District.

Section 2. That the office of the City Engineer is hereby authorized and directed to make the change as enacted by Section 1 above in said zoning map.

Section 3. That if any section, sub-section, sentence, clause or phrase of this ordinance is fo
any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of thi
ordinance. The City Council hereby declares that it would have passed this ordinance and each section, sub-
section, clause and phrase thereof, irrespective to the fact that any one or more sections, sub-sections, se
tences, clauses or phrases be declared invalid.

Section 4. That all ordinances and clauses of ordinances in conflict herewith be and are here
repealed.

Section 5. That this ordinance shall be in full force and effect fifteen days from date of fi
passage.

I move the adoption of the foregoing ordinance, this 2 day of September, 1954.

W. I. Abernethy
COUNCILMAN

SECONDED BY: Frank Mulvaney
COUNCILMAN

Read, approved and adopted, this 16 day of September, to become effective 1 day of October,
1954.

E. W. Eller
MAYOR

APPROVED AS TO FORM:

Robt. W. Wells
CORPORATION COUNSEL

Margaret Simmons
CITY CLERK

AIRPORT

City Manager Weir reported to the Council that following several conferences with the Chairman of t
County Board of Commissioners it had been agreed that the City and County should proceed with studies of the
posed new airport with their own personnel, and that Mr. George Wright had been selected to compile informati
and make report, which will be presented to the Council as soon as completed.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CL

Thursday, September 23, 1954 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, September 23, 1954, at 4:00 o'clock P. M. wi
Mayor E. W. Eller presiding. Present: Councilmen J. W. McRary, W. I. Abernethy, C. E. Morgan, F. M. Mulvaney
R. I. Presley, T. B. Sumner, City Manager Weldon Weir and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CL

Thursday, September 30, 1954 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, September 30, 1954, at 4:00 o'clock P. M. wi
Mayor E. W. Eller presiding. Present: Councilmen R. I. Presley, F. M. Mulvaney, C. E. Morgan, W. I. Abernethy
T. B. Sumner, J. W. McRary, City Manager Weldon Weir.

The minutes of the previous meeting were read and approved.

LEASE - F. TATE ANDREWS, D/B/A
TATE'S USED AUTO PARTS (Riverside Drive)

Councilman Morgan introduced a resolution authorizing Mayor to enter into lease with F. Tate Andrews, D/B/A Tate's Used Auto Parts for certain property on Riverside Drive, which was, upon motion of Councilman Morgan, seconded by Councilman McRary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 249.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 30 day of September, 1954, by and between the CITY OF ASHEVILLE, party of the first part, hereinafter called Lessor, and F. Tate Andrews, D/B/A Tate's Used Auto Parts, party of the second part, hereinafter called Lessee;

WITNESSETH:

That the Lessor does hereby lease to the Lessee, and the Lessee hereby accepts from the Lessor, the following described property:

Lying and being in the City of Asheville, County of Buncombe, State of North Carolina, and more particularly described as follows: BEGINNING at a stake in the western margin of Riverside Drive, which said stake is located by measuring from an iron pin in the western margin of said Riverside Drive, the southeast corner of Lot 1 of Block 1, as shown on plat 2 of the William Johnson Estate recorded in plat book 8 page 26 in the office of the Register of Deeds for Buncombe County, N. C., said Lot 1 of Block 1 of said private plat being the same lot designated as Lot 28, Sheet 7, Ward 3 of the Buncombe County Tax Maps, South 20 deg. East 523 feet with the western margin of said Riverside Drive to a stake; thence South 15 deg. 50' East 551 feet with the western margin of said Riverside Drive to a stake; thence South 23 deg. 18' East 150.0 feet to an iron pin; thence continuing with the western margin of said Riverside Drive South 23 deg. 18' East 208.1 feet to an iron pin; thence South 31 deg. 48' East 215.5 feet to a stake in the western margin of said Riverside Drive, the beginning stake; thence runs from said beginning stake with the western margin of Riverside Drive South 31 deg. 48' East 300 feet to a stake or tack in paving; thence runs South 16 deg. 50' East 80 feet to an iron pin in the western margin of said Riverside Drive; thence runs South 66 deg. 42' West 405 feet, more or less, to a stake in the eastern bank of the French Broad River; thence in a northern direction with the eastern bank of said French Broad River 380 feet, more or less, to a stake in the south bank of an open ditch; thence runs with said south bank of said open ditch north 66 deg. 42' east 490 feet, more or less, to a stake, the place of beginning. Being a part of Tract 2 as described in a deed dated October 31, 1924 from the French Broad Power Company to the City of Asheville, and being a part of the property described in a deed dated April 30, 1898 from A. C. Durham to City of Asheville, both recorded in the office of the Register of Deeds for Buncombe County, North Carolina in deed book 295 at page 258 and deed book 105 page 388, respectively, and being also a part of lots 5 and 6, Sheets 10 and 11, Ward 3, Buncombe County Tax Maps.

This lease is executed upon the following terms and conditions:

1.

This lease shall be for a term of Three years, commencing on the 1st day of September, 1954, and ending on the 31st day of August, 1957.

2.

The Lessee shall pay the annual rental of $1013.23, payable in equal monthly installments of $84.44 on or before the 15th day of each and every month in advance.

3.

This lease is subject to any existing rights-of-way for power or electrical purposes in the Carolina Power & Light Company, and lessor specifically reserves the right to grant a railway right-of-way for the purpose of maintaining two spur railway tracks along an approximately twenty foot wide strip of the hereinbefore described property fronting on Riverside Drive.

4.

This lease shall not be assigned or the leased premises sublet without the written consent of the lessor.

5.

That the lessee upon the termination of this lease will surrender said premises in as good order and condition as they are in at the beginning of this lease, ordinary wear and tear excepted.

6.

That the lessee will make no unlawful or offensive use of the premises, and shall comply with all lawful ordinances and regulations of the City of Asheville now in force or hereafter adopted which in any manner affect the use of said premises.

7.

If during the term of this lease the leased premises are so damaged by flood, fire or other catastrophe or casualty as to render the same uninhabitable this lease shall terminate.

8.

The Lessee shall erect a wooden fence to be set back forty feet from Riverside Drive in such manner that any unsightly objects or material on said premises are concealed from public view.

9.

Party of the second part may at any time during the term of this lease erect upon the demised premises such buildings or other improvements as he may elect, and on or before the termination of this lease remove the same, provided that at the time of such removal all installments of rent have been paid.

10.

Upon agreement of the lessor and lessee a renewal or extension of this lease may be negotiated.

11.

If the lessee shall fail or neglect to make any payment of rent when due, or shall violate any o the provisions of this lease, the lessor without any other notice or demand may terminate this lease and require the lessee to vacate the premises hereby demised, or may enter the premises and expel the lessee therefrom, or t lessor may in lieu of the above or in conjunction therewith pursue any other lawful right or remedy incident to relief created by this lease.

IN WITNESS WHEREOF, the said Lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the lessee h hereunto set his hand and seal this the day and year first above written.

CITY OF ASHEVILLE

ATTEST:

By E. W. Eller
MAYOR

Margaret Simmons
City Clerk

TATE'S USED AUTO PARTS

By F. Tate Andrews
Owner

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CL

Thursday, October 7, 1954 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, October 7, 1954, at 4:00 o'clock P. M. with Mayor E Eller presiding. Present: Councilmen C. E. Morgan, T. B. Sumner, R. I. Presley, W. I. Abernethy, J. W. McRary, City Manager Weldon Weir.

The minutes of the previous meeting were read and approved.

Councilman Morgan introduced resolution authorizing agreement between James E. Ashe, Certified Publ Accountant, and City of Asheville, which was, upon motion of Councilman Morgan, seconded by Councilman Abernethy unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 250.

AGREEMENT, made this 21st day of September, 1954, in accordance with the requirements of the Publi Laws of North Carolina, between James E. Ashe of Asheville, North Carolina hereinafter known as the Party of the (Accountant or Accountants) (City or State)
First part, and City Council of City of Asheville, North Carolina, hereinafter known as the Party of the Second (Governing Body) (Governmental Unit)
Part.

1. IT IS AGREED that the Party of the First Part shall conduct an audit of the accounts and reco pertaining to the following funds and/or divisions of the Party of the Second Part: General City Operating, Wa Operating, Sinking Funds, Capital Funds, and Revolving Fund for the period beginning July 1, 1954 and ending Ju 30, 1955 in accordance with the Standard Program of Audit Procedure attached hereto and made a part of this con tract. (Authority for elimination or variations from the Standard Program of Audit Procedure must be obtained b the Governmental Unit from the Director of Local Government, in writing, before a contract is executed, and such eliminations, when approved by the Director of Local Government, must be stated hereunder with reference to the paragraph number designated in said Standard Program of Audit Procedure.)

2. Party of the First Part agrees that the services he has contracted to perform under this con tract shall be rendered by or under the personal supervision of competent accountants who will faithfully perfor their work with care and diligence and report all irregularities, omissions and discrepancies in the accounts o the Party of the Second Part.

3. It is understood and agreed that should unusual conditions arise whereby the services of the Party of the First Part are necessary beyond the extent of the work contemplated and required under the Standard Program of Audit Procedure, such unusual conditions shall be referred to the Party of the Second Part who shall instruct said Party of the First Part concerning such additional services, which shall be subject to the approval of the Director of Local Government.

4. The audit shall be started as soon after this contract is executed and approved as is agreeable to the Parties hereto and shall be completed and a written report thereon rendered within a reasonable time after the close of the fiscal period covered by this contract. One copy of said report shall be filed with the Direct of Local Government.

5. In consideration of the faithful performance of the conditions covenants and undertakings her set forth, the Party of the Second Part agrees to pay to the Party of the first part upon approval by the Direct of Local Government, a fee of TWO THOUSAND SIX HUNDRED ($2,600.00) DOLLARS.

James E. Ashe, Certified Public Account
Party of the First Part

By James E. Ashe

City of Asheville
Party of the Second Part

By Weldon Weir
City Manager

Provision for the payment of the moneys to fall due under this agreement has been made by appropriation duly mad or by bonds or notes duly authorized as required by the "County Fiscal Control Act, as amended."

Mary Eudy
County or Municipal Accountant
of Asheville, North Carolina

City Manager Weir presented to the Council the statement showing the budget position of the City for the period ending September 30, 1954.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, October 14, 1954 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, October 14, 1954, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. I. Abernethy, T. B. Sumner, J. W. McRary, R. I. Presley, C. E. Morgan, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A communication was received from certain property owners requesting that the property abutting on the west side of Riverside Drive between Pearson Bridge and the corporate city limits be rezoned from Commercial to Industrial.

The Council referred this request to the Planning and Zoning Commission for report and recommendation.

A report, prepared at the request of the Board of Commissioners of Buncombe County and the Council of the City of Asheville dealing with various aspects of the project for the construction of a new airport for the City of Asheville, was presented to the Council by George H. Wright.

This report was received as information by the Council.

The City Manager advised that June 30, 1955 has been set as the deadline for securing local matching funds for construction of proposed new airport.

Councilman McRary introduced a resolution authorizing Mayor to enter into lease with Asheville Sand Company, which was, upon motion of Councilman McRary, seconded by Councilman Presley, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 251.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS AGREEMENT, made and entered into this 1st day of October, 1954, by and between the CITY OF ASHEVILLE, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, party of the first part, and J. E. HERREN, W. H. HERREN and A. A. DORSALT, D/B/A Asheville Sand Company, party of the second part.

WITNESSETH:

That the party of the first part hereby leases to the party of the second part the following property:

Being that certain real property located in Ward 5 at the junction of the mouth of Hominy Creek and the French Broad River that was formerly enclosed by a fence and used as a sand drag by the City of Asheville

That the party of the first part hereby grants the exclusive right for the purpose of operating a sand drag or other sand operations within the following boundary:

Beginning at the Amboy Road gate, and running thence with the line of the City of Asheville to the French Broad River, runs thence up said river to Hominy Creek, runs thence up Hominy Creek to the line of the City of Asheville on Brevard Road, thence following the line of the City of Asheville in the general direction that Brevard Road runs to the place of Beginning

upon the following terms and conditions:

(1) That the term of this lease shall be three years, beginning the 1st day of October, 1954 and expiring the 30th day of September, 1957.

(2) A. That the party of the second part agrees to pay as rental for said property five (5¢) cents per cubic yard of sand obtained from said property for the first year of this lease, and for the last two years of this lease 5¢ per cubic yard of sand.

B. That in event the rental aforesaid amounts to less than $600.00 for any one year during the term of this lease the party of the second part shall supplement said rental so that a minimum of $600.00 for said year shall be paid to the party of the first part for each and every year during the term of this lease.

C. That $50.00 of said rental shall be payable on the first day of each and every month during the term of this lease.

D. That at the end of each twelve months period the party of the second part shall submit to the party of the first part a statement showing the total number of cubic yards of sand sold by him during said period and the total amount of rental due the party of the first part in accordance with the rental rate as set out in paragraph (2), section A; and that in event said total amount of rental due is less than $600.00, the rental for said property will be considered satisfied if the provisions of paragraph (2), section C, have been performed; and that in event said total amount of rental due is more than $600.00, the party of the second part shall forthwith pay the party of the first part the difference between said total amount of rental due and $600.00, or the amount

paid in accordance with paragraph 2, section C, whichever is less.

E. That the party of the first part shall have the right at any time to audit the books of the party of the second part in order to ascertain the number of cubic yards of sand sold by the party of the second part.

3. The party of the first part agrees that it will enter into negotiations with the party of the second part for a renewal or extension of this lease at a reasonable time prior to the termination of the present lease, the terms and conditions to be agreed upon at that time, and that such extension or renewal, if desired by the party of the second part, will be accepted or rejected by the party of the first part not later than the expiration of the present lease.

4. In the event the party of the second part fails to comply with any of the terms and provisions of this lease, then this lease shall become null and void and the party of the first part shall have the right to enter upon said property and take possession thereof.

5. In the event the party of the second part is prevented from obtaining sufficient quantities of sand from said premises to make said sanding operation reasonably profitable under the terms of this lease and provided such inability to obtain said sand is due to no fault or negligence of the party of the second part, then in that event the party of the second part shall have the right to terminate this lease by giving thirty days notice in writing to the party of the first part.

6. That the party of the second part does hereby release and forever discharge said party of the first part from all claims, demands, damages, actions, or causes of action which said party of the second part may hereafter have on account of, connected with, or growing out of the inability of the party of the second part to obtain sand from said premises as referred to in paragraph five of this lease, or the inability to obtain sand from said premises for any reason whatsoever.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by E. W. Eller, Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the party of the second part has caused these presents to be signed by one of its partners, this the day and year first above written.

ATTEST:

CITY OF ASHEVILLE

_____
CITY CLERK

By_____
MAYOR

ASHEVILLE SAND COMPANY

By_____

_____

_____

The City Manager reported that in reassignment of personnel at the Police Department it was possible to establish a Crime Prevention Bureau under the direction of Sgt. Harry Godwin without additional cost to the department.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, October 21, 1954 - 4:00 o'clock P. M.

Because of the lack of a quorum no meeting of the City Council was held on the above date.

MAYOR

CITY CLERK

Thursday, October 28, 1954 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, October 28, 1954, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen T. B. Sumner, F. M. Mulvaney, W. I. Abernethy, J. W. McRary, C. E. Morgan, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Mr. Don C. Young, attorney for Mary W. Young, presented a claim for damages to property in the amount of $5,000.00, which was referred to the Corporation Counsel for investigation.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

Asheville, N. C.
October 28, 1954.

TO THE HONORABLE MAYOR, CITY MANAGER, AND COUNCIL OF THE CITY OF ASHEVILLE:

The undersigned, Mary W. Young, residing at 31 Elizabeth Street, Asheville, North Carolina, by and through her attorney, Don C. Young, hereby files claim against the City of Asheville for injuries and damages to her house and lot and premises sustained by her at the time, place and manner hereinafter set out, to-wit:

1. DATE and PLACE. Claimant's said premises and property was injured and damaged on July 30, 1954, at 31 Elizabeth Street, Asheville, North Carolina.

2. MANNER and CHARACTER OF INJURY: That the City of Asheville owned and maintained a water and sewer line at, along, or near said Elizabeth Street, and said water and sewer line was old and in a bad condition, and bad repair, and that a short distance from the house and premises of the claimant a large hole or rupture of said water and sewer line had occurred, which caused the same to stop up and back over and into the house and premises of the claimant; that the bad condition of said sewer and water line was known, or should have been known, to the City and should have been corrected and repaired previous to July 30, 1954; that the injury and damage to claimant was caused by the negligence of the said City in failing to properly repair and keep in suitable condition said water and sewer line and in negligently failing to properly inspect the said water and sewer line for the purpose of keeping the same in proper and suitable repair and condition.

3. AMOUNT OF DAMAGES CLAIMED: That as a result of the matters and things herein stated the entire lower portion of claimant's said house was overflowed with water containing raw sewerage direct from the sewer lines of the City of Asheville, which said sewerage not only overflowed the lower part of the house of claimant, but spread over and onto the grounds and premises of claimant's home, spreading in said house and premises obnoxious odors and gases, injuring and damaging her said house, grounds, and premises, and herself personally, in at least the sum of $5,000.00.

Respectfully submitted, this the day and year first above written.

MARY W. YOUNG

By Don C. Young
Attorney

[illegible] - [illegible]
[illegible] COMPANY (LIVERY) [illegible]

City Manager Weir presented a request from the Carolina Power & Light Company for an easement across certain city lots for the purpose of servicing customers to replace other lines now running parallel to the proposed new truck route. Whereupon Councilman Mulvaney introduced a resolution authorizing Mayor to execute right-of-way to Carolina Power & Light Company, which was, upon motion of Councilman Mulvaney, seconded by Councilman Morgan, unanimously carried.

Complete copy of resolution will be found in Resolution Book #3 at page 252.

[illegible] PLAZA - [illegible]
[illegible]

City Manager Weir presented a request from certain Pack Square merchants that the part of the City-County Plaza between Spruce and Market Streets be developed into a parking area.

This matter was taken under consideration by the Council.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, November 4, 1954 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, November 4, 1954, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen J. W. McRary, F. M. Mulvaney, C. E. Morgan, W. I. Abernethy, T. B. Sumner, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

[illegible] PLAZA -
[illegible]

A communication was received from Mr. L. Lyons Lee expressing opposition to the use of part of the City-County Plaza as a parking lot, which was received as information by the Council.

[illegible]

City Manager Weir presented to the Council the statement showing the budget position of the City for the period ending October 31, 1954.

[illegible] - CITY
[illegible] BOARD OF
[illegible] COUNCIL

City Manager Weir presented the audit report for the City of Asheville Board of Alcoholic Control for the period ending September 30, 1954.

[illegible] - COUNCIL
[illegible]

Mr. James H. Young appeared before the Council to request that additional safety measures be taken at bus loading points where school children board transit vehicles. Mr. Carl B. Hyatt, Jr., Director of Public Safety, was directed to confer with school authorities on the matter.

[illegible] - TVA
[illegible]

Mr. L. Tred Gray, Chairman of the Western North Carolina Flood Control Committee, appeared before the Council requesting a letter from the City to the Tennessee Valley Authority for a new flood control plan for the French Broad River Basin.

City Manager Weir stated that without objection by the Council he would write such a letter pointing out development of the North Fork Dam and Reservoir, blueprinting of a sewage disposal plant and long-range needs for supplementary city water reservoirs on Pisgah National Forest as new factors to be considered by TVA.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, November 11, 1954 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, November 11, 1954, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. I. Abernethy, C. E. Morgan, T. B. Sumner, R. I. Presley, F. M. Mulvaney, J. W. McRary, and City Manager Weldon Weir.

The minutes of the previous meeting were read and approved.

A communication was received from the Planning and Zoning Commission recommending to the City Council that no action be taken on the request to rezone certain lots on the west side of Riverside Drive between Pearson Bridge and the corporate city limits.

November 10, 1954

Honorable Mayor
Members of the City Council
City of Asheville
Asheville, N. C.

Gentlemen:

At the regular meeting of the City of Asheville Planning and Zoning Commission held on November 9th, 1954, the following motion was made and unanimously passed:

That the City of Asheville Planning and Zoning Commission recommend to the City Council that no action be taken on the attached petition signed by Raymon B. Bell, J. R. Sternberg and B. R. Plemmons, requesting the rezoning of property abutting on the west side of Riverside Drive.

Very truly yours,

S/ Anthony Redmond
Anthony Redmond
Secretary

Councilman Abernethy introduced a resolution regretting death of William B. Umstead, which was signed and unanimously adopted by the Council.

Complete copy of resolution will be found in Resolution Book #3 at page 253.

Councilman Mulvaney introduced a resolution appointing member of the City of Asheville Board of Alcoholic Control, which was, upon motion of Councilman Mulvaney, seconded by Councilman Morgan, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 254.

Mr. Roy Taylor, attorney for certain property owners, presented a petition requesting that Lot 26 Sheet 3, Ward 2, be rezoned from Residential District to Neighborhood Trading Area.

The Council referred this request to the Planning and Zoning Commission for report and recommendation.

There being no further business, the Council upon motion of Councilman Abernethy adjourned by standing for a brief period of silent meditation in memory of Governor Umstead.

MAYOR

CITY CLERK

Thursday, November 18, 1954 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, November 18, 1954, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen T. B. Sumner, F. M. Mulvaney, J. W. McRary, C. E. Morgan, W. I. Abernethy, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, November 25, 1954 - 4:00 o'clock P. M.

Because of the lack of a quorum no meeting of the City Council was held on the above date.

MAYOR

CITY CLERK

Thursday, December 2, 1954 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, December 2, 1954, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, R. I. Presley, C. E. Morgan, W. I. Abernethy, J. W. McRary, T. B. Sumner, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A petition signed by a number of merchants on Biltmore Avenue was presented to the Council requesting that equal consideration regarding parking be given all of said merchants.

City Manager Weir advised the Council that an investigation would be made and that all or none of the merchants should be given open frontage.

[illegible] - REZONING

[illegible] Place)

A communication was received from the Planning and Zoning Commission recommending to the City Council that Lot 26 3/4, Sheet 3, Ward 2, be rezoned from Residential District to Neighborhood Trading Area.

November 30, 1954

To the Honorable Mayor and
Members of the City Council
City of Asheville
Asheville, North Carolina

Gentlemen:

At a meeting of the City Planning and Zoning Commission held on Tuesday, November 30th, consideration was given to the attached petition referred to the Commission by authority of your Council and after hearing proponents of the petition, the Planning and Zoning Commission unanimously voted to recommend to the City Council that the petition be granted.

Yours very truly,

S/ Anthony Redmond
ANTHONY REDMOND,
Secretary, City of Asheville
Planning and Zoning Commission

Upon motion of Councilman Morgan, duly seconded, the recommendation of the Planning and Zoning Commission was accepted by the Council, and the Corporation Counsel was instructed to prepare an ordinance complying with said recommendation to be placed before the Council, and to give notice and publication of a public hearing to be held on same.

[illegible] - CITY - [illegible]
[illegible]

Councilman Mulvaney introduced a resolution authorizing the calling of certain City of Asheville bonds and authorizing the Sinking Fund Commission for Buncombe County to publish notice in The Bond Buyer of New York, which was, upon motion of Councilman Mulvaney, seconded by Councilman Abernethy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 255.

[illegible] - APPOINTMENT
[illegible] C. HALL ASSISTANT [illegible]

City Manager Weir advised the Council that Chief of Police C. C. Waddell had requested that he be demoted to the rank of Captain, which request had been granted, and that following a conference with the Director of Public Safety A. R. Sluder had been appointed Chief of Police and J. C. Hall Assistant Chief, subject to Civil Service regulations, which appointments became effective December 1, 1954.

CLAIM - EDDIE McBELL

Mr. S. J. Pegram, attorney for Eddie McBell, presented a claim for damages for personal injuries in the amount of $10,000.00, which was referred to the Corporation Counsel for investigation.

NORTH CAROLINA,
BUNCOMBE COUNTY.

EDDIE McBELL)
-vs- :
CITY OF ASHEVILLE, A Municipal Corporation)

NOTICE AND CLAIM FOR PERSONAL INJURIES

TO THE HONORABLE MAYOR, CITY MANAGER AND CITY COUNCIL OF THE CITY OF ASHEVILLE, NORTH CAROLINA:

The above named claimant hereby files notice with the City of Asheville for the sum of Ten Thousand ($10,000.00) Dollars for injuries received by this claimant which occurred about 3:30 P. M., on September 10, 1954, on a public sidewalk which is located on Ashland Avenue, and the place being more particularly designated as being in front of No. 135, Ashland Avenue, as will be more fully hereinafter set forth in this notice and demand for payment of said city.

That on September 10, 1954, a sidewalk on Ashland Avenue was a public sidewalk and was supposed to be

maintained and kept up by the City of Asheville in a safe condition for pedestrians to travel said sidewalk; that said Ashland Avenue is a public street in the City of Asheville and is a much used public thoroughfare, and that many years prior to the date of September 10, 1954, and since said date, the City of Asheville was responsible for the upkeep and maintenance of said sidewalk and street where pedestrians used and traveled said sidewalk.

That prior to September 10, 1954, and many weeks and months prior thereto, the City of Asheville had permitted and allowed said sidewalk to become unsafe for pedestrian travel and permitted the bricks in said sidewalk to remain lose and open, and that at the particular place and time where this claimant was injured the said city had permitted the bricks to be taken out or crushed and leaving a hole in said sidewalk which was dangerous for pedestrian travel, and that said city knew that said dangerous condition existed many weeks prior to September 10, 1954, and that the said city had been notified of the dangerous condition existing in said sidewalk at the place where this claimant was injured and that the said city refused or neglected to repair said sidewalk as it was its duty to do so.

That as a result thereof, the city negligently and unlawfully failed in its duty to repair and keep in safe condition its said sidewalk and leaving the same in a dangerous and hazardous condition even after having been notified of said dangerous condition, and that this claimant further says that said condition existed a long time prior to September 10, 1954, and that said City not only had actual notice of the dangerous condition existing therein at this particular place where claimant fell and was injured, but had constructive notice of the dangerous condition existing on and in the public thoroughfare, and that the said claimant not accustomed to the dangerous condition and not knowing that said dangerous condition existed in said sidewalk and while walking the same relying on the fact that said sidewalk was in a safe condition stepped in a hole located in said sidewalk where said bricks had been removed and said claimant fell and broke his right leg and that since said time, the claimant has been confined to his bed, or confined to his home, and has been unable to work and has suffered great pain, and that the said claimant has suffered in mind and body and his nervous system has been impaired, and that he has suffered severe shock, and that the claimant has had to spend large sums of money for doctors and hospital bills in excess of Four Hundred ($400.00) Dollars, and that said claimant has been unable to pursue his trade as a barber, and that the said claimant earned an average of Two Hundred ($200.00) Dollars per month prior to the time of his injury, and that the said claimant at the time of filing of this notice is still unable to resume his work and is informed and believes that it will be many weeks and months before he will be able to stand on his feet and pursue his occupation as a barber, and that the said claimant hereby gives notice and files claim for damages in the sum of Ten Thousand ($10,000.00) Dollars against the City for its negligence in failing to maintain and keep up said sidewalk as under the law the said City is required so to do.

That this claimant further states that if the City does not have sufficient money to repair said sidewalk and has taken the profits of the City to pay the bondholders who are continually demanding payment from the city and if the said city has expended its money with said bondholders and leaving the streets and sidewalks in a dangerous condition, then the city should deduct such money that which is necessary to repair its streets and sidewalks from the bondholder's payment and repair said sidewalk and place same in a safe condition and that the said city should further deduct an ample amount from said bondholder's payment to pay this claimant for injuries and damage suffered as aforesaid.

That this claimant demands payment and files claim as aforesaid in the sum of Ten Thousand ($10,000.00) Dollars for injuries and damages suffered by this claimant.

That this notice and claim is filed by the claimant according to law and within time as is set forth in the Charter of the City of Asheville and under said law as to the date for claims to be filed, and that the said claimant has complied strictly with the compliance of said statute relative to claims, and that the said claimant demands payment as aforesaid from said city to be made within a reasonable time, and that if said payment or demand is not made by said city, then the claimant will file suit according to law for damages.

Respectfully submitted, this 2nd day of December, 1954.

S. J. Pegram
Attorney for Claimant

Councilman Sumner, in opening a discussion relating to the discipline of two policemen resulting from allegedly unreasonable methods in making a recent arrest, referred to two previous incidents which he said were similar, and stated in his opinion this would indicate the need of further discipline and further training of Police Department personnel, and suggested that the City Manager and Director of Public Safety review the organization of the Police Department and take steps to improve same.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, December 9, 1954 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, December 9, 1954, at 4:00 o'clock P. M. with Mayor E. W. Fller presiding. Present: Councilmen W. I. Abernethy, J. W. McRary, C. E. Morgan, T. B. Sumner, F. M. Mulvaney, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved with the exception that Councilman Sumner stated that said minutes should be amended to read "he suggested that the City Manager and Director of Public Safety make a thorough investigation of the Police Department", and it was so ordered and said minutes were approved as so amended.

Councilman Sumner discussed the handling of a Police Court case, and stated in his opinion the members of the Council have a responsibility to the public, and suggested that the Council should appoint a "Blue Ribbon" committee of outstanding citizens to make a thorough investigation and make recommendation back to the Council. No action was taken.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, December 16, 1954 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, December 16, 1954, at 4:00 o'clock P. M. with Mayor E. W. Fller presiding. Present: Councilmen C. E. Morgan, F. M. Mulvaney, T. B. Sumner, W. I. Abernethy, J. W. McRary, and City Manager Weldon Weir.

The minutes of the previous meeting were read and approved.

Councilman Sumner read a statement concerning a conversation he had with the Chief of Police to the Council as follows:

"I am reading from this prepared statement because I wish to make certain that I am not misunderstood and am not misquoted.

"Recently in my capacity as a member of this council, I called upon Chief of Police Sluder to discuss with him a particular case. Some grave charges, involving this case, had been made to me and rightly or wrongly, I deemed it my official duty to investigate. I felt that the proper person to whom to go for information was the Chief of Police and I did not feel that I was guilty of any intermeddling or presumption in seeking this information from him.

"At the last meeting of this council, I referred to this case but deemed it unwise at that time and place to mention any of the principals.

"Last Saturday Chief Sluder saw fit to 'reveal' to a reporter of the Asheville Times the fact that I had discussed the case with him. He even assumed the responsibility of disclosing to the public the name of the defendant in this case.

"The first I knew of this disclosure was when I read the story in the Times. Chief Sluder did not show me the courtesy- if courtesy it would have been- of consulting me or even advising me in advance that he regarded it as his duty to let the public know that I had discussed the Rumbough case with him.

"I am not now passing judgment upon the propriety or impropriety of Chief Sluder's actions in making public the substance of my conversation with him. Later developments may show that one result of his actions was to set in motion certain influences that may result in an obstruction of the fullest and fairest investigation of this case. That matter, however, is for determination in another 'forum'.

"But I am asking this council to pass judgment upon the propriety of his actions. If I had any rights in the matter which he did not respect, then they were rights that attached to me as a member of this council and which belong to all members without exception. If the Chief of Police can properly reveal to newspapers the substance of all conversations he has with council members, then this council should say so in words that will not be misunderstood.

"Personally I will not quarrel with any decision which this council may reach. I only insist that it reach a decision. If the council feels that his actions were improper, then it should reprimand him and that official reprimand should be spread upon the minutes of this meeting and should be made a part of his official record to the end that it will be considered a black mark against him.

"If the council feels that his conduct was proper and says so, then it should spread the record of such action upon the minutes of this meeting.

"In the event that the council decress that his actions were proper, then I have a motion to make. The effect of such a motion is to insure that there be more such propriety and that the public be given all the facts."

Discussion followed the reading of the statement, and Councilman Morgan moved that this matter be referred to the City Manager, which motion was seconded by Councilman Mulvaney, and adopted by the Council.

Councilman Sumner introduced a resolution concerning the Chief of Police as follows:

"WHEREAS, Chief of Police Sluder did very properly reveal to the press the substance of an interview which he had with Councilman Sumner upon the latter's initiative about a case then under investigation by Councilman Sumner upon a comolaint from a private citizen; and

"WHEREAS, the council believes that the fullest publicity should be given not only to this interview but to all discussions which Chief Sluder has had with city officials, attorneys and various private citizens about this case since his interview with Councilman Sumner;

"THEREFORE BE IT RESOLVED, that the City Manager be directed to secure immediately from Chief of Police Sluder a written, official report, giving the following information:

"a. The names of all persons without exception with whom Chief Sluder has discussed the Rumbough case since his interview with Councilman Sumner;

"b. The substance of the discussions in each instance;

"c. A statement in each instance as to whether the interview was sought by Chief Sluder or by the other party;

"d. The names of all persons who urged or suggested that he reveal the substance of his Sumner's interview to the press;

"e. The names of city officials without exception whose advice he sought or whose advice was volunteered with reference to the release of pertinent information about the Sumner interview to the press;

"BE IT FURTHER RESOLVED, That this report be secured at the earliest practical moment and that it be presented to the council at its next meeting for release to the press at that time and for inclusion in the minutes of that meeting."

which resolution was seconded by Councilman McRary.

Following a discussion a vote was taken and Councilmen Sumner and McRary voted for said resolu-

tion, and Councilmen Abernethy, Mulvaney and Morgan voted against said resolution, and said resolution fail

POLICE [illegible]

Councilman Sumner introduced a resolution requesting certain information concerning cases involvin drunken driving as follows:

"WHEREAS, some citizens appear to believe that favoritism has been shown in the disposition of so cases involving drunken driving; and

"WHEREAS, this council believes that all facts as disclosed by the records should be made immediat available to the public;

"THEREFORE BE IT RESOLVED, that the City Manager be directed to secure the following information and transmit it to the council at the earliest practical moment in written form:

"1. The names of all persons arrested in the City of Asheville for drunken driving during the eleven months period beginning January 1, 1954 and ending November 30, 1954;

"2. The name of the attorney, if any, in each case;

"3. The number of continuances granted in each instance;

"4. The final disposition of each case;

"5. If any person covered in the report has been previously arrested and tried for drunken dri a full record of previous arrests should be included."

City Manager Weir agreed to make this information available to each member of the Council.

No action was taken on this resolution.

Councilman Morgan introduced a resolution determining certain property will not be used for a pu park and proposing conveyance of same to original grantors' nominee, which was, upon motion of Councilman Mor seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 256.

City Manager Weir presented the Audit Report for the City of Asheville for the period ending Septem 30, 1954.

City Manager Weir presented the statement showing the budget position of the city for the period en November 30, 1954.

City Manager Weir gave a brief report of the recent City Managers Convention which he attended in St. Petersburg, Florida.

Mayor Eller informed several interested citizens that they would be given an opportunity to be he before any action is taken concerning the proposed cross-town expressway.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY C

Thursday, December 23, 1954 - 4:00 o'clock P.

The City Council met in regular session Thursday, December 23, 1954, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen R. I. Presley, W. I. Abernethy, T. B. Sumner, J. W. McRary, F. M. Mulvaney, C. E. Morgan, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Mayor Eller announced that this was the date set for the public hearing on the requested cha of certain property known as Lot 26, Sheet 3, Ward 2 from RA-6 Residential District to Neighborhood Trading A

There being no opposition to said change, Councilman Abernethy introduced Ordinance #375, "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PRO FOR THE ZONING OF THE CITY OF ASHEVILLE'", which was, upon motion of Councilman Abernethy, seconded by Counc Morgan, unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Presley voted "aye"
Councilman McRary voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

City Manager Weir advised the Council that he had received a check in the amount of $6,520.86 from the Housing Authority of the City of Asheville, which represents payment in lieu of taxes for the period beginning October 1, 1953 and ending September 30, 1954.

City Manager Weir advised the Council that many communications are coming in in connection with the proposed cross-town expressway, which material will be assembled and submitted to the Council at the time this matter is considered.

Mr. William J. Cocke, attorney for Floyd B. Parrott, presented a claim for damages in the amount of $5,000 for personal injuries and $2100 for property damages.

NORTH CAROLINA
BUNCOMBE COUNTY

BEFORE THE CITY COUNCIL

FLOYD B. PARROTT,
Plaintiff

-vs-

CITY OF ASHEVILLE,
Defendant

NOTICE OF CLAIM FOR PERSONAL INJURIES AND PROPERTY DAMAGE

TO HONORABLE EARL W. ELLER, MAYOR, AND MEMBERS OF THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

PLEASE TAKE NOTICE:

1. That on November 24, 1954, Floyd B. Parrott was injured in his person and property on McDowell Street, a public street of the City of Asheville, when a wheel of the motor vehicle he was operating drove over a manhole lid or cover in said public street which street and manhole cover or lid were defective; that the said cover or lid flew up precipitating the wheel into the manhole causing his motor vehicle to be upset and overturned.

2. The injury and damage occurred approximately 6:40 P. M. in the City of Asheville at a manhole cover on the Eastern portion of McDowell Street between numbers 156 and 166.

3. The injury and damage to Floyd B. Parrott was proximately caused by the negligence of the City of Asheville in allowing said street to be maintained in a defective and dangerous condition unsuitable for travel and allowing said manhole cover or lid to be likewise so maintained and that said negligence among others was the proximate cause of the injury to the said Floyd B. Parrott.

4. That the nature of the injuries were as follows: bruises on the body, wrenched and strained ligaments, shock, mental anguish, pain, sprains and others of a permanent nature and the said Floyd B. Parrott makes claim against the City of Asheville for injuries to his person in the amount of $5,000.

5. The nature of the damage to his personal property was that the Chevrolet 1954 one-ton panel truck which he was driving and owned by him was practically demolished in the upset and overturn and that he was damaged in his property by reason of the negligence of the City above set forth in the amount of $2100; that said truck was used in his business and that he has incurred rental expense for the use of a vehicle to replace said truck in his business in the amount of $6.00 per day, six days a week since the 24th day of November, 1954.

6. The said Floyd B. Parrott makes claim against the City of Asheville for injuries to his person in the amount of $5,000 and damage to his property in the amount of $2100.

This the 23 day of December, A. D., 1954.

William J. Cocke
William W. Orr
Attorneys for Plaintiff

North Carolina
Buncombe County

Floyd B. Parrott, being first duly sworn, deposes and says:

That he is claimant against the City of Asheville as set forth in the attached claim; that he has read the foregoing attached Notice of Claim and knows the contents thereof and that the same is true of his own knowledge except as to those matters stated therein on information and belief and as to those matters, he believes it to be true.

Floyd B. Parrott
Affiant

SWORN to and subscribed before me this the 23 day of December, A. D., 1954.

My commission expires:
March 23, 1955
(Seal)

W. P. Mingo
Notary Public
Buncombe County
North Carolina

CITY - W. H. GUNTER
W. H. GUNTER

Mr. William J. Cocke, attorney for W. H. Gunter, presented a claim for damages for personal injuries in the amount of $20,000.

NORTH CAROLINA
BUNCOMBE COUNTY

BEFORE THE CITY COUNCIL

W. H. Gunter, Plaintiff

-vs-

City of Asheville, Defendant

NOTICE OF CLAIM FOR PERSONAL INJURIES

TO HONORABLE EARL W. ELLER, MAYOR, AND MEMBERS OF THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

PLEASE TAKE NOTICE:

1. That on November 24, 1954, W. H. Gunter was injured in his person on McDowell Street, a public street of the City of Asheville, when a wheel of the motor vehicle in which he was a passenger, which motor vehicle was being operated by Floyd B. Parrott, drove over a manhole lid or cover in said public street which street and manhole cover or lid were defective; that the said cover or manhole lid flew up precipitating the wheel into the manhole causing the said motor vehicle to be upset and overturned.

2. The injuries occurred at approximately 6:40 P. M. in the City of Asheville at a manhole cover on the Eastern portion of McDowell Street between numbers 156 and 166.

3. The injuries to Floyd B. Parrott were proximately caused by the negligence of the City of Asheville in allowing said street to be maintained in a defective and dangerous condition unsuitable for travel and allowing said manhole cover or lid to be likewise so maintained and that said negligence among others was the proximate cause of the injuries to the said W. H. Gunter.

4. That the nature of the injuries were as follows: strained and twisted back and other injuries thereto, injuries to chest and body, injuries to left leg and hip, bruises and abrasions, torn ligaments, shock, pain, mental anguish and diminution of earning capacity and other injuries and the said W. H. Gunter makes claim against the City of Asheville for injuries to his person in the amount of $20,000.

5. The said W. H. Gunter makes claim against the City of Asheville for injuries to his person in the amount of $20,000.

This the 23 day of December, A. D., 1954.

William J. Cocke
William W. Orr
Attorneys for Plaintiff

North Carolina
Buncombe County

W. H. Gunter, being first duly sworn, deposes and says:

That he is claimant against the City of Asheville as set forth in the attached claim; that he has read the foregoing attached Notice of Claim and knows the contents thereof; that the same is true of his own knowledge except as to those matters stated therein on information and belief and as to those matters, he believes it to be true.

W. H. Gunter
Affiant

SWORN to and subscribed before me this the 23 day of December, A. D., 1954.

W. H. Mungo
Notary Public
Buncombe County
North Carolina

My commission expires:
March 23, 1955
(Seal)

The above claims were referred by the Council to the Corporation Counsel.

Mr. Charles Hill requested that a signal light be installed at the White Fawn Drive and Biltmore Avenue intersection.

The City Manager stated that this matter would be given further study.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, December 30, 1954 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, December 30, 1954, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen J. W. McRary, R. I. Presley, W. I. Abernethy, T. B. Sumner, F. M. Mulvaney, C. E. Morgan, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Ordinance #375, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", was, upon motion of Councilman Abernethy, seconded by Councilman Morgan, unanimously passed on its second reading with the following vote:

Councilman Abernethy voted "aye" — Councilman McRary voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Presley voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

Mayor Eller announced the appointment of Moore Bryson and Dr. R. L. Daniels as Commissioners of the Housing Authority of the City of Asheville.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, January 6, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, January 6, 1955, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. I. Abernethy, T. B. Sumner, R. I. Presley, F. M. Mulvaney, J. W. McRary, C. E. Morgan, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Ordinance #375, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", was, upon motion of Councilman Abernethy, seconded by Councilman Morgan, unanimously passed on its third and final reading with the following vote:

Councilman Abernethy voted "aye" — Councilman McRary voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Presley voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 375

AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE"

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the zoning map and zoning ordinance, being Ordinance No. 322 known as "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE" be and is hereby amended as follows:

(Lots hereinafter referred to under this section shall mean Lots of Record and be as defined in said Ordinance No. 322, and the designated lot numbers, sheets and wards hereinafter referred to under this section shall refer to the City of Asheville and Buncombe County Tax Maps.)

That Lot 26, Sheet 3, Ward 2 be rezoned to Neighborhood Trading Area, (which said Lot 26 now includes Lots 26, 26½ and 26 3/4, which said Lot 26 3/4 was formerly in RA-6 Residential District.)

Section 2. That the office of the City Engineer is hereby authorized and directed to make the change as enacted by Section 1 above in said zoning map.

Section 3. That if any section, sub-section, sentence, clause or phrase of this ordinance is for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, sub-section, clause and phrase thereof, irrespective to the fact that any one or more sections, sub-sections, sentences, clauses or phrases be declared invalid.

Section 4. That all ordinances and clauses of ordinances in conflict herewith be and are hereby repealed.

Section 5. That this ordinance shall be in full force and effect fifteen days from date of final passage.

I move the adoption of the foregoing ordinance, this 23 day of December, 1954.

Walter I. Abernethy
COUNCILMAN

SECONDED BY: C. E. Morgan
COUNCILMAN

Read, approved and adopted, this 6 day of January, 1955, to become effective 21 day of January, 1955.

APPROVED AS TO FORM:

Robt. W. Wells
CORPORATION COUNSEL

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

Councilman Abernethy introduced a resolution authorizing the Mayor to execute conveyance to the Trustees of the Diocese of Western North Carolina of the Protestant Episcopal Church, which was, upon motion of Councilman Abernethy, seconded by Councilman McRary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 257.

Councilman Mulvaney introduced a resolution appointing a Municipal Board of Elections for a period of two years, which resolution was seconded by Councilman Presley.

Councilman McRary stated that he would abstain from voting upon this resolution, giving as his reason that he understood the Board in 1953 ruled that a person might register and vote on the city primary election day, and that he did not think that to be a proper rule.

Whereupon, discussion followed and the law was explained whereby an over-lapping of registration permitted such registration and voting, and it seemed to be the opinion of the Council that it should be recommended to this Legislature that the law be amended toward the end of preventing such over-lappage in the future.

Upon a vote being taken said resolution was unanimously adopted by the Council with the exception of Councilman McRary.

Complete copy of resolution will be found in Resolution Book #3 at page 258.

Councilman Morgan introduced a resolution protesting proposal of making Blue Ridge Parkway a toll road, which was, upon motion of Councilman Morgan, seconded by Councilman Sumner, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 259.

City Manager Weir presented the statement showing the budget position of the city for the period ending December 31, 1954.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, January 13, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, January 13, 1955, at 4:00 o'clock P. M. with Mayor F. W. Eller presiding. Present: Councilmen T. B. Sumner, C. E. Morgan, W. I. Abernethy, F. M. Mulvaney, J. W. McRary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Communications were received from several Congressmen acknowledging receipt of the Council resolution protesting proposal of making the Blue Ridge Parkway a toll road.

Councilman Morgan introduced a resolution appointing Bretney Smith as Commissioner Number Two of the Sinking Fund Commission for Buncombe County, which was, upon motion of Councilman Morgan, seconded by Councilman Abernethy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 260.

Councilman Abernethy suggested that the Council express its appreciation to Mr. William Redwood for the services he has rendered as a member of the Commission, and the Corporation Counsel was so

Councilman Sumner introduced a resolution appointing two members of Advisory Board as created under Ordinance #310, which was, upon motion of Councilman Sumner, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 261.

City Manager Weldon Weir presented the yearly report of the Police Department.

At the suggestion of Councilman Morgan the Council requested that greetings and best wishes be sent to former Mayor L. Lyons Lee, who is recuperating after an operation at Duke Hospital.

Mr. Frank Parker, attorney for Glenn W. Harris and wife, Margaret K. Harris, presented a claim for damages to property in the amount of $750.00, which was referred to the Corporation Counsel for investigation.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

TO: THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF ASHEVILLE, NORTH CAROLINA.

The undersigned, GLENN W. HARRIS and wife, MARGARET K. HARRIS, in accordance with the provisions and requirements of law, hereby give notice in writing to the Council of the City of Asheville of damages and injuries caused to property owned by the undersigned by actions of certain agents and employees of the City of Asheville, acting in the scope of their employment as such agents of the City of Asheville, as follows:

1. The undersigned are the owners of a certain tract of land in the City of Asheville, North Carolina, known as Lot 160½, Sheet 12, Ward 5, of the Tax Maps of the City of Asheville, being a tract of land on the east side of Vance Crescent Extension, fronting 100 feet thereon, and extending to a depth of 168.4 feet on the north side and 192 feet on the south side of said tract, said tract of land being the property more particularly described in a certain deed from Walter R. McGuire, Trustee, to Glenn W. Harris and wife, Margaret K. Harris, bearing date July 10, 1952, recorded in the Office of the Register of Deeds for Buncombe County, North Carolina, in Deed Book 721, at Page 113; that said property was damaged by action of agents and employees of the City of Asheville during fall of 1954, as hereinafter more particularly set forth.

2. That the injury and damage to said property of the undersigned was of the following character and was inflicted in the following manner:

Certain agents and employees of the City of Asheville, acting in the course of, and within the scope of, their employment as such agents and employees, raised the level of the street on which said property of the undersigned fronts, known as Vance Crescent Extension, a total of aproximately seven (7) or eight (8) feet above its former grade level, in such manner that said lot belonging to the undersigned is now approximately eighteen (18) feet below said street on which it faces, and as a direct result of such action of the agents and employees of the City of Asheville in so raising the level of said street, said property belonging to the undersigned has been rendered to a large extent unfit for use, and its sound market value has been impaired in at least the sum of SEVEN HUNDRED FIFTY AND NO/100 ($750.00) DOLLARS; that such injury and damage to the property of the undersigned constituted a partial taking of said property for a public use, for which taking the undersigned have received no compensation whatsoever.

3. That the amount of damages claimed by the undersigned for said damage and injuries is SEVEN HUNDRED FIFTY AND NO/100 ($750.00) DOLLARS.

4. That said Claimants are informed and believe, and on such information and belief allege, that such actions by the agents and employees of the City of Asheville in changing the grade level of said street took place during the fall months of the year 1954 at a time known to the officials of the City of Asheville, but the undersigned Claimants do not know the exact date or dates on which such actions took place; that this written notice of claim is being filed within ninety (90) days of the time the undersigned first had any knowledge of the actions of such agents and employees in changing the grade level of said street.

5. That this written notice of injury and claim for damages is herewith given to the Council of the City of Asheville as required by law, and particularly as required by Chapter 16 of the Private Laws of North Carolina of the Session of 1923 and as required by Section 150 of the Charter of the City of Asheville.

Respectfully submitted, this the 13th day of January, A. D., 1955.

S/ Glen W. Harris
CLAIMANT

S/ Margaret K. Harris
CLAIMANT

Glenn W. Harris and wife, Margaret K. Harris, being first duly sworn, depose and say: That they are the Claimants in the foregoing written notice of injury and claim for damages; that they have read the foregoing notice and know the contents thereof and that the same is true of their own knowledge, except as to matters therein alleged upon information and belief, and as to such matters and things, they believe it to be true.

S/ Glen W. Harris
S/ Margaret K. Harris

Subscribed and sworn to before me, this the 10th day of January, A. D., 1955.

My commission expires:

Sept. 21, 1955

(Seal)

S/ Lucile Sellars
(Now Lucile S. Roberts)
Notary Public

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, January 20, 1955 - 4:00 o'clock P. M.

Because of the lack of a quorum, no meeting of the City Council was held on the above date.

MAYOR

CITY CLERK

Thursday, January 28, 1955 - 4:00 o'clock P.

The City Council met in regular session Thursday, January 28, 1955, at 4:00 o'clock P. M. with Mayor [illegible] presiding. Present: Councilmen C. E. Morgan, F. M. Mulvaney, J. W. McRary, T. B. Sumner, W. I. Abernethy, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Councilman [illegible] introduced a resolution authorizing Mayor to execute consent agreement relat[illegible] to property on North Fork, which was, upon motion of Councilman Morgan, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 262.

[illegible]

THIS AGREEMENT made this day of 19 , by and between GEORGE B. COGGINS and MA[illegible] S. COGGINS, his wife, of 119 Lancaster Road, Asheville, Buncombe County, North Carolina, hereinafter called the LESSORS, and ESSO STANDARD OIL COMPANY, a Delaware corporation, having an office at Fairview Road, Asheville, Buncombe County, North Carolina, hereinafter called the LESSEE.

WITNESSETH: That the Lessors do hereby demise and lease unto the Lessee, and Lessee agrees to take all that lot, piece or parcel of land situate in the Town or City of Asheville, County of Buncombe, State of North Carolina, more fully described as follows:

LOCATION DESCRIPTION

BEGINNING at a point where the center line of Patton Avenue intersects a line connecting the two west ends of the concrete side railings of the new Smoky Park Highway Bridge crossing the French Broad River, and running thence with the said center line of Patton Avenue South 75 degrees, 36' West, 200 feet; thence leaving said center line of Patton Avenue at right angle, runs North 14 degrees, 24' West, 75 feet to the edge of the State Right-of-Way of N. C. Highway 12-23; thence runs North 2 degrees 40' East 104.2 feet; thence North 75 degrees 36' East 200 feet; thence South 2 degrees 40' West 104.2 feet; thence South 14 degrees 24' East 75 feet to the point of BEGINNING, together with all rights of way, easements, driveways and pavement, curb and street front privileges thereunto belonging.

PERIOD

To hold the premises hereby demised unto the Lessee for Forty-Five and Ten-twelfths years, (45-10/12ths) beginning on the first day of March, 1955 and ending on the thirty-first day of December A.D. 2000, on the following terms and conditions:

RENTAL

(1) Lessee shall pay the following rent:

Three Thousand Six Hundred ($3,600.00) Dollars shall be paid in advance at the time this lease is executed, payable Twenty-four Hundred ($2,400.00) Dollars to the City of Asheville to apply on rental due the City of Asheville for the years 1954-1955 by Lessors; and the remaining Twelve Hundred ($1,200.) Dollars payable to the Lessors.

In addition to the above stipulated advance payments of rent, Lessee shall pay to Lessor as annual rental the sum of One Thousand Eight Hundred ($1,800.00) Dollars, payable annually in advance on or before the First day of January, beginning on January First, 1956, and continuing each year thereafter through the payment of January First, 1999. It is understood that the advance payment of rent aforementioned to be paid at the time of the execution of this lease shall then apply as the payment of the annual rental for the last two years of the lease, namely 1999 and 2000. It is further understood that the rental hereunder shall abate during the year 1955 as set forth herein, and payment shall not apply until the first payment due January 1, 1956.

The Lessors agree that the above stipulated annual rental payments shall be first applied by the Lessee to pay the annual rental of the Lessors to the City of Asheville in the amount of Twelve Hundred ($1,200.00) Dollars annually, and the remaining Six Hundred ($600.00) Dollars annually to be paid to the Lessors.

It is agreed that in the event of a transfer of the title of the demised premises the said Twelve Hundred ($1,200.00) Dollars rental theretofore paid directly to the City of Asheville shall thenceforth be paid to the new owners of record.

In addition to the above stipulated rental payments, it is agreed that the Lessors shall deliver the premises graded to the elevation of adjacent Patton Avenue, or to such other elevation as shall be mutually agreed upon by writing, as shown on the elevation plot plan approved by Lessors' architect and by Lessee.

Lessee agrees to pay the Lessors for such grading when the premises are delivered to Lessee with the grading completed, the sum of Eight Thousand Five Hundred ($8,500.00) Dollars. Lessors agree to complete said grading operation and to make delivery of the premises to the Lessee on or before August First, 1955.

TITLE

(2) Lessors represent, covenant and warrant that they have a good, valid and subsisting leasehold of the said above described land from the rightful owners thereof, are in the peaceable and undisputed possession thereof, and have the full right and power to lease the same to Lessee, it's successors and assigns as herein provided, and hereby agree to defend said leasehold and right thereto, and to reimburse and hold Lessee harmless from any loss by reason of any defect in said leasehold or right.

PERMITS and ORDINANCES

(3) Lessors hereby covenant and warrant that the within leased premises are located in a zone where it is permitted to construct and operate a drive-in gasoline service station for the storage, handling, advertising and sale of motor fuels, lubricants, other petroleum products and automobile accessories, and for any and all other business usually conducted in connection with gasoline service stations.

Lessors covenant and agree that if the necessary licenses, consents and permits, satisfactory to Lessee, for the construction and operation of a drive-in gasoline service station for the activities hereinabove enumerated are denied Lessee by the proper legal authorities within three months from the date hereof, or thereafter be revoked without fault of Lessee, it's successors and assigns, or if the use of the premises herein demised for any of the purposes enumerated shall be in any manner restricted or prohibited by reason of any law, ordinance, injunction, regulation or order of any properly constituted authority, then Lessee shall have the right to terminate this lease by giving ten (10) days written notice of it's intention to do so and shall thereupon be relieved from all liability hereunder.

IMPROVEMENTS

(4) Lessee may move, remove or alter any building, structure, tank, curbing, pavement or driveway now or hereafter placed on said premises and may construct, build and place upon said premises such buildings,

structures, tanks, curbings, pavement, driveways, machinery and other equipment as shall in its opinion be necessary or desirable to use and operate said premises, and may perform any and all acts necessary to the conduct of its business.

Lessors agree that all buildings, structures, tanks, machinery, equipment and all other property owned by Lessee heretofore or hereafter placed upon the premises, whether annexed to the freehold or not, shall remain the personal property of Lessee, and Lessee shall have the right and privilege (but shall be under no obligation) to remove such property at any time during the period of this lease or any renewal thereof.

Upon the expiration or termination of this lease or any renewal thereof, Lessee shall have a period of sixty (60) days within which to remove its property or negotiate its sale to an incoming tenant or supplier. The leaving of such property on the premises during said period shall not make Lessee liable for storage charges or rent, and shall not constitute a hold-over tenancy.

(5) Lessee agrees to pay during the term of this lease all charges for water, gas, electric current or other such utilities that may be consumed on said premises and will pay any and all taxes, assessments and betterments lawfully levied on account of any buildings and improvements placed thereon, and on any and all property owned by the Lessee upon the premises when due and payable. Real estate ad valorem taxes shall be paid by Lessors.

(6) Lessee may sublet all or any part of the premises but no such sub-letting shall release the Lessee from its obligations hereunder.

(7) Anything herein contained to the contrary notwithstanding, Lessors agree not to exercise any landlord's remedies against Lessee by reason of any default unless and until Lessors shall have given Lessee written notice by registered mail of the default and unless Lessee shall have failed to remedy such default within a period of thirty (30) days from the giving of such notice.

(8) No waiver by either party, or his or its successors or assigns, of any breach of any of the covenants or conditions herein contained to be performed by the other party, shall be construed as a waiver of any succeeding breach of the same or any other covenant or condition.

(9) Lessee covenants and agrees to make no unlawful or offensive use of the premises, and to comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state and municipal governments.

(10) If the demised premises or any part thereof shall be taken by or pursuant to governmental authority or through exercise of the right of eminent domain, or if a part only of said premises is taken and the balance of said premises in the opinion of Lessee is not suitable for the operation of a drive-in gasoline service station, this lease, at the option of Lessee, shall terminate without further liability on the part of Lessee, or the rent hereunder shall be reduced in proportion to the reduction in the area of the premises, but nothing herein shall be deemed a waiver of the sole right of Lessee to any award for damages to it or to its leasehold interest caused by such taking, whether made separately or as part of a general award.

(11) Lessee covenants and agrees to indemnify and save Lessors harmless during the term hereof from any and all claims, demands, suits, actions, judgments, and recoveries for or on account of damage or injury (including death) to property or person of Lessee, its agents, servants or other party or parties caused by or due to the construction or operation of the service station, or any other use of the within leased premises.

(12) All notices required or permitted to be given by this lease shall be properly given if delivered in writing personally or sent by registered mail to the Lessors, or to the Lessee as the case may be at the addresses set forth above, or to such other address as may be furnished by either party to the other in writing. The date of mailing shall be deemed the date of giving such notice.

(13) The Lessors covenant that Lessee on paying said rent and performing covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said leased property for the term aforesaid, subject to the provisions hereof.

(14) Lessee covenants and agrees with the Lessors that the within described premises shall be used during the term of this lease solely for the purpose of operating a drive-in gasoline service station for the storage, handling, advertising, and sale of motor fuels, lubricants, other petroleum products and automobile accessories, and for any and all other business usually conducted in connection with gasoline service stations, and that all other businesses or use are strictly forbidden, unless written consent of the Lessors is given the Lessee.

(15) If Lessee holds over the premises herein described beyond the termination by limitation of the term, such holding over shall not be considered as a renewal or extension of this lease.

(16) It is covenanted and agreed by and between the parties hereto that before any improvements are placed upon the premises by the Lessee, said Lessee shall first submit a finished plot plan showing the location upon the premises of such contemplated improvements, and plans showing the dimensions and elevations of such improvements, and that the Lessors shall first approve any plans before said improvements are placed upon the premises and shall have the right to specify the exterior finish material and general design of any building erected, as well as the elevation of said building, and the design and finish of any wall or fence contemplated in connection therewith. The Lessors hereby reserve the right to regulate the type, size and location of any and all signs upon the said premises, and Lessee assents thereto.

(17) Lessors agree that Lessee shall have the right to the use of common facilities of Lessors adjacent to the within described premises, including the orderly use of the parking areas, streets, drives, and service courts, all under the supervision of Lessors and within the general regulations applying thereto.

The covenants and agreements herein contained shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have duly executed this agreement and affixed their respective seals hereto the day and year above written.

Witness

(L.S.)
Lessor

(L.S.)
Wife (husband) of Lessor

ESSO STANDARD OIL COMPANY

Witness

By (L.S.)

CONSENT OF OWNERS

[illegible] to enter into the foregoing lease, the undersigned owners consent to [illegible] terms thereof, and agree that the Lessee may enter upon the premises described therein at any time and remove therefrom any and all structures, improvements and equipment placed thereon by the Lessee or acquired by Lessee from any source whatever, and hereby waive all right to levy or distrain against said structures, improvements or equipment for rent or otherwise, except for lawful taxes or assessments.

The undersigned owners further agree that in the event Lessors default in any of the terms or conditions of the lease under which the said Lessors hold the above described property, the undersigned owners will give written notice thereof by registered mail to said Lessee, such notice to be accompanied by a copy of the [illegible] under which said Lessors hold the premises; and so long as [illegible] shall after receipt of said notice of default pay or cause to be paid to the undersigned owners the rental [illegible] under the lease of the undersigned owners to said Lessors, the lease shall not be [illegible], provided said Lessee shall notify the undersigned owner in writing within ten days after the receipt of notice of default of its desire to retain possession of the said premises upon the terms and conditions [illegible], and in no event shall said Lessee be obligated for any rental after the end of any year in which [illegible] for possession.

IN WITNESS WHEREOF, the City of Asheville has caused these presents to be executed by E. W. Eller, its Mayor, attested by Margaret Simmons, its Clerk, and its Corporate Seal to be hereunto affixed, all by authority duly given, and the County of Buncombe has caused these presents to be executed by Coke Candler, Chairman of its Board of Commissioners, attested by George A. Digges, Jr., its ex-officio Clerk, and the Seal of the said County to be hereunto affixed, all by authority duly given, the day and year first above written.

ATTEST:

CITY SEAL

Clerk

CITY OF ASHEVILLE

By E. W. Eller
Mayor

COUNTY OF BUNCOMBE

By
Chairman, Board of Commissioners

ATTEST:

COUNTY SEAL

Register of Deeds and Ex-officio Clerk

[illegible] conference and discussion in connection with the proposed expressway from Beaucatcher Tunnel to the [illegible] Bridge, and the presentation to the Council of a map and plan therefor by the City Engineer, the City Manager advised the Council that it was his opinion and the opinion of the City Engineer that said plan [illegible] by the Town Boards, and the Council seemed to be unanimously in favor of the City Engineer's plan.

The City Manager presented a brief prepared by Charles M. Malone at the request of the Council [illegible] regard to the "Sullivan Act", which brief expressed the opinion that said Act was unconstitutional. Mr. Malone [illegible] several questions regarding this matter.

After a discussion by the Council, Councilman Sumner moved that Mr. Malone and Mr. Tally present [illegible] the Attorney General for his opinion, which motion was seconded by Councilman McRary and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, February 3, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, February 3, 1955, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, J. W. McRary, T. B. Sumner, R. I. Presley, W. I. Abernethy, and City Manager Weldon Weir.

The minutes of the previous meeting were read and approved.

ZONING ORDINANCE - AMENDMENT REQUESTED (Lots 29, 30, 31, 32, 33, 34, 17, 11, Sheet 3, Ward 6)

A communication was received from George Coggins requesting that Lots 29, 30, 31, 32, 33, 34, 17 and 11, Sheet 3, Ward 6 be rezoned from Residential District to Neighborhood Trading Area.

The Council referred this request to the Planning and Zoning Commission for report and recommendation.

BUDGET

The City Manager presented statement showing the budget position of the City for the period ending January 31, 1955.

STREET LIGHTING CHARGES

Councilman Sumner reported to the Council that on the basis of information secured by the City Manager from cities in North and South Carolina that there was no discrimination in the charges being made for street lighting services.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, February 10, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, February 10, 1955, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen R. I. Presley, T. B. Sumner, J. W. McRary, W. I. Abernethy, F. M. Mulvaney, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved with the exception that Councilman Sumner stated that said minutes should be amended to read that "he thought the Carolina Power & Light Company taxes were too low and the rates charged in North Carolina and South Carolina were too high", and it was so ordered and said minutes were approved as so amended.

ZONING ORDINANCE - RECOMMENDATION OF PLANNING AND ZONING COMMISSION (Lots 29, 30, 31, 32, 33, 34, 17, 11, Sheet 3, Ward 6)

A communication was received from the Planning and Zoning Commission recommending the rezoning of Lots 29, 30, 31, 32, 33, 34, 17, 11, Sheet 3, Ward 6, subject to the acquiescence of the City of Asheville and County of Buncombe.

Honorable Mayor and Members of the City Council
City Building
Asheville, North Carolina

Gentlemen:

The request for rezoning made to you by Mr. George Coggins under date of February 2nd, 1955, and referred to the City of Asheville Planning and Zoning Commission on February 4th, 1955, was duly considered at the regular meeting of the Commission held on Tuesday, February 8th, 1955, in the City Council Chamber.

Upon motion duly voted, it was recommended that the said petition be granted, subject however to the acquiescence of the City of Asheville and County of Buncombe, owners and lessors of the property involved.

Respectfully submitted,

S/ Anthony Redmond
Anthony Redmond, Secretary of the City of Asheville Planning and Zoning Commission.

AR:MM
Enclosure: Original letter of Mr. George Coggins, dated February 2nd, 1955.

Upon motion of Councilman Abernethy, seconded by Councilman McRary, the recommendation of the Planning and Zoning Commission was accepted by the Council, and the Corporation Counsel was instructed to prepare an ordinance complying with said recommendation to be placed before the Council, and to give notice and publication of a public hearing to be held on same.

QUARRY TRACT - WITHDRAWAL OF DEDICATION FOR CERTAIN STREETS

Councilman Abernethy introduced a resolution authorizing Mayor to execute withdrawal of dedication for certain streets on property owned by the City of Asheville, which was, upon motion of Councilman Abernethy, seconded by Councilman Mulvaney unanimously adopted.

Complete copy of said resolution will be found in Resolution Book 3 at page 263.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

THIS WITHDRAWAL OF DEDICATION made and entered into this the 10 day of February, 1955, by the City of Asheville, a municipal corporation and the County of Buncombe, a body politic and corporate:

W I T N E S S E T H

THAT WHEREAS, the said City and County are the owners of a tract of land located in the City of Asheville being particularly shown and set forth on a plat recorded in the office of the Register of Deeds for Buncombe County, N. C., in Plat Book 14, page 86; and,

WHEREAS, the said property shown on plat above referred to has been shown on prior plats recorded in the office of the Register of Deeds for Buncombe County, N. C., in Plat Book 154, Page 176, Plat Book 194, Page 128 and Plat Book 198 at Pages 245a and 245b; and,

WHEREAS, the said prior plats dedicated to public use as roads or streets certain areas as shown on said plats; and,

WHEREAS, the streets and roads hereinafter set forth have not been actually opened and used by the public or by the adjoining lot owners since the recordation of the various plats above referred to and for a period of more than 20 years from the date of this instrument; and,

WHEREAS, said City and County are the sole owners of the fee simple title to said areas shown as streets and road rights-of-way and are the sole successors in interest to the dedicators thereof; and,

WHEREAS, it is provided by the General Statutes of North Carolina, Chapter 136, Section 96, that every strip, piece or parcel of land which shall at any time have been dedicated to the public use as a highway, street or road or for any other purpose whatsoever by any deed, map or plat or other means which shall not have been actually opened and used by the public within 20 years from and after the dedication thereof shall be hereby conclusively presumed to have been abandoned by the public for the purposes for which same shall have been dedicated.

NOW, THEREFORE, the City of Asheville and the County of Buncombe under and by virtue of the provisions of G. S. Chapter 136, Section 96, hereby file this declaration withdrawing said strips, pieces or parcels of land from public or private use to which they may heretofore have been dedicated. Said strips, pieces or parcels of land being more particularly described as follows:

All those streets, roadways, alleys and rights-of-way shown on plats recorded in the office of the Register of Deeds for Buncombe County, N. C., in Plat Book 154, Page 176, Plat Book 154, Page 128 and Plat Book 198, Pages 245a and 245b which lie within the boundaries shown and set forth on that certain plat recorded in the office of the Register of Deeds for Buncombe County, N. C. in Plat Book 14, Page 86, EXCEPTING from this with drawal those streets now known as Patton Avenue, Leicester Road (also known as old Emma Road or Craven Street Hazel Mill Road, Westwood Place South of Patton Avenue, and that street right-of-way known as Arlington Street and sometimes known as Cliff Street from the point where it leaves the Northern margin of Patton Avenue and follows the Western boundary of that tract shown on Plat Book 14, Page 86 and connects with Westwood Place at the Northwest corner of the property shown on Plat Book 14, Page 86, and further excepting therefrom that portion of Center Street and the Center Street right-of-way as shown on said plats hereinbefore referred to that has been opened, paved, and used and is now known as Westwood Place but which has not been used since it was intersected and isolated by the construction, at a great difference in grade level, of new Patton Avenue (U.S. Highway 19 and 23).

IN WITNESS WHEREOF, the City of Asheville has caused these presents to be executed by Earl Eller, its Mayor, attested by Margaret Simmons, its Clerk, and its Corporate Seal to be hereunto affixed, all by authority duly given, and the County of Buncombe has caused these presents to be executed by Coke Candler, Chairman of its Board of Commissioners, attested by George A. Digges, Jr., its ex-officio Clerk, and the Seal of said County to be hereunto affixed, all by authority duly given, this the day and year first above written.

ATTEST:

_____
Clerk

CITY OF ASHEVILLE

By _____
Mayor

ATTEST:

_____
Register of Deeds and Ex-Officio Clerk

COUNTY OF BUNCOMBE

By _____
Chairman, Board of Commissioners

[illegible]

Councilman Sumner introduced a resolution petitioning repeal of Chapter 399 Public-Local Laws of North Carolina, 1933, which was, upon motion of Councilman Sumner, seconded by Councilman Presley, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 264.

[illegible]

City Manager Weir presented the audit report for the City of Asheville Board of Alcoholic Control for the period ending December 31, 1954.

[illegible]

Councilman McRary suggested the Council should recognize the cooperation of the County in the matter of taxes on the property known as the Lexington Avenue Curb Market.

[illegible]

Councilman McRary stated he thought the City should press for water rights in the Pisgah National Forest area as a long-range project to guarantee an adequate supply of water for the future.

The City Manager stated that a preliminary report would be necessary before making any request of Federal authorities, and that every effort will be made to develop this report as early as possible.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, February 17, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, February 17, 1955, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen J. W. McRary, R. I. Presley, W. I. Abernethy, F. M. Mulvaney, T. B. Sumner, and City Manager Weldon Weir.

The minutes of the previous meeting were read and approved.

[illegible]

Councilman Abernethy introduced a resolution closing certain street on certain city and county owned property known as Quarry Tract, which was, upon motion of Councilman Abernethy, seconded by Councilman McRary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 265.

PARKING METERS - AMENDMENT OF ORDINANCE

The Council discussed the parking meter ordinance in view of the Supreme Court decision regarding fractional parking. Councilman Presley suggested that parking zone signs be erected until the ordinance can be amended.

Councilman McRary moved that the City Manager and Corporation Counsel be instructed to proceed to draw a proper ordinance to comply with state laws, which motion was seconded by Councilman Presley

and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, February 24, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, February 24, 1955, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. I. Abernethy, C. E. Morgan, T. B. Sumner, F. M. Mulvaney, R. I. Presley, J. W. McRary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

[illegible]

The City Manager presented a parking meter ordinance and recommended that it be passed by the Council. Whereupon, upon motion of Councilman Sumner, seconded by Councilman Presley, Ordinance #376, being "AN ORDINANCE REGULATING AND LIMITING VEHICULAR TRAFFIC AND PARKING IN CERTAIN AREAS IN THE CITY OF ASHEVILLE, AND ESTABLISHING ON CERTAIN STREETS OF THE CITY PARKING METER ZONES, was unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye" — Councilman McRary voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Presley voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

[illegible]

Councilman McRary moved that this Council commend the Police Department for its youth program in encouraging Sunday School and church attendance by youngsters, which motion was seconded by Councilman Morgan and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, March 3, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, March 3, 1955, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen T. B. Sumner, C. E. Morgan, J. W. McRary, W. I. Abernethy, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

[illegible]

Ordinance No. 376, being "AN ORDINANCE REGULATING AND LIMITING VEHICULAR TRAFFIC AND PARKING IN CERTAIN AREAS IN THE CITY OF ASHEVILLE, AND ESTABLISHING ON CERTAIN STREETS OF THE CITY PARKING METER ZONES", was, upon motion of Councilman Sumner, seconded by Councilman Presley, unanimously passed on its second reading with the following vote:

Councilman Abernethy voted "aye" — Councilman Sumner voted "aye"
Councilman McRary voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

BUDGET

The City Manager presented a statement showing the budget position for the City for the period ending February 28, 1955.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, March 10, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, March 10, 1955, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen J. W. McRary, F. M. Mulvaney, C. E. Morgan, T. B. Sumner, W. I. Abernethy, R. I. Presley, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Ordinance #376, being "AN ORDINANCE REGULATING AND LIMITING VEHICULAR TRAFFIC AND PARKING IN CER-
TAIN AREAS IN THE CITY OF ASHEVILLE, AND ESTABLISHING ON CERTAIN STREETS OF THE CITY PARKING METER ZONES",
was, upon motion of Councilman Sumner, seconded by Councilman Presley, unanimously passed on its third and
final reading with the following vote:

Councilman Abernethy voted "aye" — Councilman McRary voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Presley voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 376

AN ORDINANCE REGULATING AND LIMITING VEHICULAR TRAFFIC AND PARKING IN CERTAIN AREAS IN THE CITY OF ASHEVILLE
AND ESTABLISHING ON CERTAIN STREETS OF THE CITY PARKING METER ZONES

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. Definitions. For the purpose of this ordinance:

(a) The word "vehicle" shall mean any device in, upon or by which any person or property is or
be transported upon a highway, except a device which is operated upon rails or tracks.

(b) The word "street" shall mean any public street, avenue, road, alley, highway, lane, path,
other public place located in the City of Asheville and established for the use of vehicles.

(c) The word "person" shall mean and include any individual, firm, co-partnership, associatio
corporation.

(d) The word "operator" shall mean and include every individual who shall operate a vehicle a
owner thereof, or as the agent, employee or permittee of the owner, or is in actual physical control of a ve
cle.

(e) The word "park" or "parking" shall mean the standing of a vehicle, whether occupied or no
upon a street otherwise than temporarily for the purpose of, and while actually engaged in, receiving or di
charging passengers or loading or unloading merchandise or in obedience to traffic regulations, signs, or si
nals or an involuntary stopping of the vehicle by reason of causes beyond the control of the operator of the
vehicle.

(f) The words "Parking Meter" shall mean and include any mechanical device or meter not incons
tent with this ordinance placed or erected for the regulation of parking by authority of this ordinance. Ea
parking meter installed shall indicate by proper legend the legal parking time established by the city and w
operated shall at all times indicate the balance of legal parking time, and at the expiration of such period
shall indicate illegal or overtime parking.

(g) The words "Parking Meter Zone" shall mean and include any restricted street upon which pa
meters are installed and in operation.

(h) The words "Parking Meter Space" shall mean any space within a parking meter zone, adjacent
a parking meter and which is duly designated for the parking of a single vehicle by lines painted or otherwi
durably marked on the curb or on the surface of the street adjacent to or adjoining the parking meters.

Section 2. Parking Meter Zones. In order to regulate and limit vehicular traffic and parking
certain areas in the City of Asheville in which congestion of vehicular traffic is such that public convenie
and safety demand such regulation, there are hereby established on the following streets of the city parking
meter zones during the hours from 8:00 a. m. to 6:00 p. m. each day except Sunday, Independence Day, Labor D
Thanksgiving Day, Christmas Day and New Year's Day:

A. One Hour Zones:

Battery Park Avenue: south side of Battery Park Avenue from Wall Street to Otis Street; north side of Battery Park Avenue from Haywood Street to Page Avenue; north side of Battery Park Avenue from O. Henry Avenue to Otis Street.

Biltmore Avenue: west side of Biltmore Avenue from Pack Square to Hilliard Avenue; east side of Biltmore Avenue from Eagle Street to Beaumont Street.

Broadway: east side of Broadway from College Street to Woodfin Street; west side of Broadway from Walnut Street to Woodfin Street.

Church Street: east side of Church Street from Patton Avenue to Aston Street.

City-County Plaza: both sides of all streets within the City-County Plaza.

College Street: both sides of College Street from Market Street to Spruce Street; south side of College Street from City-County Plaza to Valley Street; north side of College Street from Vance Street to Spruce Street.

Coxe Avenue: east side of Coxe Avenue from Commerce Street to Aston Street.

Depot Street: east side of Depot Street from Southside Avenue to Bartlett Street.

Haywood Street: both sides of Haywood Street from Page Avenue to Vanderbilt Place.

Interurban Street: north side of Interurban Street from Coxe Avenue to Asheland Avenue.

Lexington Avenue, North: both sides of North Lexington Avenue from College Street to Walnut Street.

Market Street, North: west side of North Market Street from College Street to Woodfin Street; east side of North Market Street from College Street to Walnut Street.

Market Street, South: west side of South Market Street from Pack Square to Beaumont Street; east side of South Market Street from Pack Square to Eagle Street.

O. Henry Avenue: west side of O. Henry Avenue from Battery Park Avenue to Haywood Street; east side of O. Henry Avenue from Battle Square to Haywood Street.

Pack Square: both sides of the street on the north side of Pack Square from Market Street to Broadway; west side of Pack Square from College Street to Biltmore Avenue.

Page Avenue: west side of Page Avenue from Battle Square to Haywood Street; east side of Page Avenue from Battery Park Avenue to Haywood Street.

Rankin Avenue: west side of Rankin Avenue from College Street to Walnut Street.

Spruce Street, South: west side of South Spruce Street from College Street to City Plaza; east side of South Spruce Street from City Plaza to Eagle Street.

Vance Street: east side of Vance Street from College to Woodfin Street.

Walnut Street: north side of Walnut Street from North Lexington Avenue to Broadway; south side of Walnut Street from Broadway to North Spruce Street.

B. Two Hour Zones, except at locations specified in Subsection A above which are in conflict herewith:

Battery Park Avenue: north side of Battery Park Avenue from Page Avenue to O. Henry Avenue.

Battle Square: south side of Battle Square from Page Avenue to O. Henry Avenue.

O. Henry Avenue: east side of O. Henry Avenue from Battery Park Avenue to Battle Square.

Page Avenue: west side of Page Avenue from Battery Park Avenue to Battle Square.

Wall Street: south side of Wall Street from Battery Park Avenue to Otis Street.

Section 3. Installation and operation of parking meters; time limit. For the purpose of regulating parking within the parking meter zone, as defined in Section 2, during the hours from 8 o'clock a. m. to 6 o'clock p. m., each day except Sunday, the Director of Public Safety is hereby authorized and directed to cause parking meters to be installed, placed and maintained within the parking meter zone, and to cause parking meter spaces to be designated and marked therein as traffic conditions require, as hereinafter provided. Such parking meters shall be placed along the curb along side of or next to individual parking places to be designated as hereinafter provided. Each parking meter shall be so set as to show or display a signal that the parking space assigned to it is or is not in use. The Director of Public Safety or such officials or other persons as he may select shall provide for the installation, regulation, control, operation and use of the parking meters provided for in this section, and shall maintain said meters in good working condition.

Each parking meter shall be so set as to display a signal showing legal parking upon the deposit of a five cent coin of the United States of America therein for a period of one hour for the part of the street upon which said meter is placed, for parking within a one hour parking meter zone, or a five cent coin of the United States of America therein for a period of two hours for the part of the street upon which the meter is placed, for parking therein for a period of two hours for the part of the street upon which the meter is placed, for parking within a two hour parking meter zone; and each meter shall, when properly set as hereinafter provided for, continue in operation from the time of depositing said five cent coin until the expiration of the periods fixed by this section as the parking limits for the part of the street upon which said meter is placed within the respective parking meter zones. Each parking meter shall also be so arranged that upon the expiration of said parking limits it will indicate by mechanical operation and proper signal that the lawful parking periods as fixed by this section have expired.

Section 4. How Parking Meter and Space to be Used; Overtime Parking. When any vehicle is parked in any space along side of, next to, or in front of which is located a parking meter, the owner, operator, manager or driver of said vehicle shall, upon entering the said parking space, immediately deposit a five cent coin in one hour and two hour parking meter zones, and shall set said meter in accordance with the instructions contained thereon; and the said parking space may then be used by such vehicle during the parking limits provided in Section 3 of this ordinance. If said vehicle shall remain parked in such parking space beyond the period of one hour upon the deposit of five cent coin within a one hour parking meter zone, or beyond the period of two hours upon deposit of a five cent coin within a two hour parking meter zone, the parking meter shall display a sign indicating illegal parking, and in that event such vehicle shall be considered parked overtime. It shall be unlawful for any person or operator to cause, allow, permit, or suffer any vehicle registered in his name, or under his control, to be parked overtime or beyond the lawful periods of time as above set forth.

Section 5. Overtime Parking, Provision for Payment Thereof. The Director of Public Safety shall cause to be attached to any vehicle which has been parked overtime in violation of Section 4 of this ordinance a notice to the owner or operator thereof that such vehicle has been parked in violation of said provision of this ordinance and instructing such owner or operator to report at the Police Department of the City of Asheville in regard to such violation. Each such owner or operator may, within 24 hours of the time when such notice was attached to such vehicle, submit to the violation and pay, as a penalty for and in full satisfaction of such violation, the sum of $1.00. The failure of such owner or operator to make such payment of said amount, within said 24 hours, shall render such owner or operator subject to the penalties hereinafter provided in Section 15 for violation of the provisions of this ordinance.

Section 6. Depositing coin in meter for the purpose of extending time. No person shall be allowed to deposit or cause to be deposited in any parking meter a coin for the purpose of extending the parking period beyond the time fixed by Sections 3 and 4 of this ordinance.

Section 7. How Vehicles to be Parked at Meters. Any vehicle parked in any parking space laid out at an angle to the curb shall be parked with the radiator of such vehicle in front of the parking meter; any vehicle parked in any parking space laid out parallel with the curb shall be parked with the hood of such vehicle along side of, or next to, the parking meter; and said vehicle shall also be parked within the lines marked on the street for such parking spaces, whether at an angle to or parallel with the curb, as hereinafter provided.

Section 8. Parking Space Marked on Street. The Director of Public Safety or such officers or persons as he may select shall place lines or marks on the curb and on the street, about, along side of, or in front of, each parking meter, to designate the parking space for which said meter is to be used. No vehicle shall be

parked across any such line or mark, or in any such way that the same shall not be within the area so designat by such lines or markings.

Section 9. Use of slugs, etc., in Meters. It shall be unlawful to deposit or cause to be deposited i any parking meter any slug, device, or substitute for a five cent coin of the United States of America.

Section 10. Injuring or Tampering with Meters. No unauthorized person shall deface, injure, tamper wi open or wilfully break, destroy or impair the usefulness of any parking meter installed under the provisions o Sections 1 to 7 of this ordinance. Any person violating any of the provisions of Sections 8 and 9 of this ord nance shall be guilty of a misdemeanor.

Section 11. Use of Proceeds Derived from the Operation of Parking Meters. The proceeds derived from the use of such parking meters shall be used exclusively for the purpose of making such regulation effective and for the expenses incurred by the City of Asheville in the regulation and limitation of vehicular parking, and traffic relating to such parking, on the streets and highways of said city of Asheville, or the proceeds derived from the use of such parking meters may be used to provide for the acquisition, construction, reconstruction, improvement, betterment, or extension and operation of off-street parking facilities as defined in the General Statutes of North Carolina, Section 160-414 (d), and may be pledged to amortize bonds or other evidence of debts issued for such purposes.

Section 12. Repeal of Conflicting Ordinances. Ordinance 304, being "AN ORDINANCE RELATING TO TRAFFIC AND REGULATING THE USE OF PUBLIC STREETS AND HIGHWAYS IN THE CITY OF ASHEVILLE; PRESCRIBING REGULATIONS RELATIVE TO THE PARKING OF VEHICLES UPON SUCH PUBLIC STREETS AND HIGHWAYS; PROVIDING FOR PURCHASE, ACQUIRING, INSTALLATION, OPERATION, MAINTENANCE, SUPERVISION, REGULATION AND CONTROL OF THE USE OF PARKING METERS; DEFINING AND PROVIDING FOR THE ESTABLISHMENT OF PARKING METER ZONES UPON THE PUBLIC STREETS AND HIGHWAYS, PROVIDING FOR THE PAYMENT THEREOF; PROVIDING FOR THE ENFORCEMENT HEREOF AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF" be and is hereby repealed; and all ordinances and parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such repeal shall be only to the extent of such inconsistencies and nothing in this ordinance shall alter or repeal any other existing ordinance or any ordinance hereinafter adopted regulating traffic or parking on any other streets within the City of Asheville other than the parking meter zones herein established and erected.

Section 13. Space in parking meter zones for bus stops, loading zones, etc. The Director of Public Safety is hereby authorized to set apart within the parking meter zones herein defined spaces for loading zones, bus stops, and other places in which no parking, or limited parking, is permitted.

Section 14. Exemptions from requirements of parking meter ordinances. During actual loading and unloading of delivery trucks and commercial vehicles within said parking meter zones, the operators of such vehicles shall be exempt from the provisions of sections 1 through 17 of this ordinance.

Section 15. Penalties. Any person, upon conviction of violating any one of the provisions of this ordinance, shall, unless otherwise provided herein, be guilty of a misdemeanor.

Section 16. Severability. If any section or provisions, or parts thereof in this ordinance shall be adjudged invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the ordinance as a whole or of any other section or provision or part hereof.

Section 17. Effective date. This ordinance shall be in full force and effect from and after fifteen days of its final passage, as provided by law.

I move the adoption of the foregoing ordinance, this 25 day of February, 1955.

T. B. Sumner
COUNCILMAN

SECONDED BY: Robert I. Presley
COUNCILMAN

Read, approved and adopted, this 10 day of March, 1955, to become effective 25 day of March, 1955.

E. W. Eller
MAYOR

APPROVED AS TO FORM:

Robt. W. Wells
CORPORATION COUNSEL

Margaret Simmons
CITY CLERK

[illegible]

Mayor Eller announced that this was the date set for the public hearing on the requested change of certain property known as Lots 29, 30, 31, 32, 33, 34, 17 and 11, Sheet 3, Ward 6 from RA-6 Residential District to Neighborhood Trading Area.

There being no opposition to said change Councilman Mulvaney introduced Ordinance No. 377, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", which was, upon motion of Councilman Mulvaney, seconded by Councilman Presley, unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Presley voted "aye"
Councilman McRary voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

WATER RATES - SULLIVAN ACT

The City Manager presented a letter from Mr. John F. Shuford, Senator from the 31st District, regarding the so-called Sullivan Act.

Following a discussion Councilman Sumner moved that the Corporation Counsel be instructed to prepare an ordinance in such form to enable the Council to further discuss rates to be charged consumers outside the corporate limits, at which time the effective date of the proposed ordinance would be determined, which

motion was seconded by Councilman Presley and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, March 17, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, March 17, 1955, at 4:00 o'clock P. M. with Vice-Mayor W. I. Abernethy presiding. Present: Councilmen F. M. Mulvaney, T. B. Sumner, R. I. Presley, J. W. McRary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

[illegible] #377 - AN ORDINANCE
[illegible] ORDINANCE, BEING [illegible]
[illegible] THE ZONING OF THE CITY
[illegible]

Ordinance No. 377, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'" was, upon motion of Councilman Mulvaney, seconded by Councilman Presley, unanimously passed on its second reading with the following vote:

Councilman Mulvaney voted "aye"
Councilman Presley voted "aye"
Councilman McRary voted "aye"
Councilman Sumner voted "aye"
Vice-Mayor Abernethy voted "aye"

[illegible] MEMBERS NAMED (Leo A. Perrotta, Jack [illegible]

Councilman Sumner introduced a resolution naming members of Asheville Beautification Commission, which was, upon motion of Councilman Sumner, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 266.

There being no further business, the meeting was upon motion adjourned.

VICE-MAYOR

Margaret Simmons
CITY CLERK

Thursday, March 24, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, March 24, 1955, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen J. W. McRary, W. I. Abernethy, C. E. Morgan, F. M. Mulvaney, T. B. Sumner, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

[illegible] #377 - AN ORDINANCE
[illegible] THE ZONING MAP AND
[illegible]

Ordinance No. 377, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'" was, upon motion of Councilman Mulvaney, seconded by Councilman Presley, unanimously passed on its third and final reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman McRary voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 377

AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE"

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the zoning map and zoning ordinance, being Ordinance No. 322 known as "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE" be and is hereby amended as follows:

(Lots hereinafter referred to under this section shall mean Lots of Record and be as defined in said Ordinance No. 322, and the designated lot numbers, sheets and wards hereinafter referred to under this section shall refer to the City of Asheville and Buncombe County Tax Maps.)

That Lots 29, 30, 31, 32, 33, 34, 17 and 11, Sheet 3, Ward 6, be rezoned from RA-6 Residential District to Neighborhood Trading Area.

Section 2. That the office of the City Engineer is hereby authorized and directed to make the change as enacted by Section 1 above in said zoning map.

Section 3. That if any section, sub-section, sentence, clause or phrase of this ordinance is for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance.

The City Council hereby declares that it would have passed this ordinance and each section, sub-section, clause and phrase thereof, irrespective to the fact that any one or more sections, sub-sections, sentences, clauses or phrases be declared invalid.

Section 4. That all ordinances and clauses of ordinances in conflict herewith be and are hereby repealed.

Section 5. That this ordinance shall be in full force and effect fifteen days from date of final passage.

I move the adoption of the foregoing ordinance, this 10 day of March, 1955.

Frank Mulvaney
COUNCILMAN

SECONDED BY: Robert I. Presley
COUNCILMAN

Read, approved and adopted, this 24 day of March, 1955, to become effective 8 day of April, 1955.

APPROVED AS TO FORM:

Robt. W. Wells
CORPORATION COUNSEL

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

Councilman Morgan introduced a resolution authorizing Mayor to execute quit-claim deed to E. G. Bradley and wife, Virginia May Bradley, which was, upon motion of Councilman Morgan, seconded by Councilman McRary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 267.

The City Manager advised the Council that bids would be opened on March 25th for asphalt for the paving program for this spring to be paid for from Powell Act allocations and state municipal funds.

The City Manager advised the Council of a proposal by Civilian Defense authorities that the city finance one-half the cost of a $5,000 engineering report on emergency evacuations, and suggested that this request be reviewed at the time the budget is considered.

The City Manager advised that an ordinance had been prepared concerning water rates with the amount to be charged consumers outside the city and the effective date left blank. After a discussion by the Council no action was taken.

Mr. Moore Bryson, President of the Asheville Board of Realtors, made a brief talk on neighborhood rehabilitation and slum clearance under the FHA Act of 1954, and extended an invitation to the Council to attend a meeting on April 20th for further information as to how the City can participate in this program. Mr. J. T. Chiott also spoke on this subject.

Mayor Eller assured the speakers that the City would cooperate in this program.

There being no further business, the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

Thursday, March 31, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, March 31, 1955, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen T. B. Sumner, F. M. Mulvaney, C. E. Morgan, J. W. McRary, R. I. Presley, W. I. Abernethy, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Councilman Morgan presented a letter from Mrs. E. G. Lee requesting that her name not be brought up for re-appointment to the Asheville School Board.

Councilman Morgan introduced a resolution appointing member of Asheville School Board, which was, upon motion of Councilman Morgan, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 268.

The City Manager stated he had received a communication from Mr. Moore Bryson, President of the Asheville Board of Realtors, advising that the meeting on neighborhood rehabilitation and slum clearance had been set for 2:30 on April 20th, and the Council agreed they would be present, and would be glad for the meeting to be held in the Council Chamber.

The City Manager presented the Audit Report for the City of Asheville for the period ending December 31, 1954.

The City Manager advised the Council that two bids were received for asphalt for the city spring paving program.

Councilman Mulvaney suggested that some provision be made for motorists to park when they are at the Police Department briefly on business, and the City Manager advised that something might be worked out when the proposed street widening is completed at this point.

Councilman McRary proposed to the Council that funds realized from new or additional sources such as a sewer charge be set aside to finance the proposed sewage disposal system, and that if necessary and if legally possible enabling legislation be sought for this purpose.

After a discussion by the Council the Corporation Counsel was requested to investigate and develop the legal aspects of this proposal.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, April 7, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, April 7, 1955, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen J. W. McRary, R. I. Presley, W. I. Abernethy, F. M. Mulvaney, T. B. Sumner, C. E. Morgan, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

The City Manager presented the operating statement showing the budget position for the City for the period ending March 31, 1955.

The City Manager presented each member of the Council with a Handbook for Councilmen as prepared by the International City Managers Association, and advised that two copies of said book had been given to the library for the use of any citizens who might be interested.

In regard to setting aside funds realized from sewer charges to finance the proposed sewage disposal system, the City Manager advised that he felt the county water and sewer districts should join with the city in requesting enabling legislation for the creation of sewage disposal capital reserve funds, and with the consent of the Council he and the Corporation Counsel would appear before the County Commissioners, who are trustees of the county water and sewer districts, and request that they join with the city in seeking such legislation.

The City Manager stated that it was felt certain amendments should be made to the City Charter relating to the Department of Welfare and Health since the consolidation of the City and County Health Departments.

After a discussion by the Council, Councilman McRary moved that the Buncombe County delegation in the legislature be requested to enact such legislation, which motion was seconded by Councilman Mulvaney and unanimously adopted.

A petition was presented signed by residents in the vicinity of the Triangle Cafe on Biltmore Avenue requesting that some relief be given from the noise of a loud speaker at said Cafe.

The petitioners were assured that immediate attention would be given this matter.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, April 14, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, April 14, 1955, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, C. E. Morgan, T. B. Sumner, R. I. Presley, J. W. McRary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Councilman Morgan introduced a resolution appointing members of Asheville-Biltmore College, Incorporated, which was, upon motion of Councilman Morgan, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 3 at page 269.

The City Manager presented a report from the Municipal Board of Elections showing the results of the Primary Election held on April 12, 1955.

MUNICIPAL BOARD OF ELECTIONS

Asheville, N. C.

April 13, 1955

Mr. Weldon Weir,
City Manager,
Asheville, N. C.

Dear Sir:

Whereas, on Tuesday, April 12, 1955, a Primary Election was held for the City of Asheville for the Democratic party; and

Whereas, certificates of result of said primary were certified by the election officials to the City Board of Elections, and to the Chief Executive Officer of the City of Asheville by 10:00 A. M. on April 13, 1955; and

Whereas, said City Board of Elections canvassed said official returns from all 24 city polling precincts; and

Whereas, the results of said primary were read at the front door of the City Hall, and said canvass of said returns was made under oath by the City Board of Elections and filed with the Chief Executive Officer of the City of Asheville, to be kept in the archives of the city for public inspection, all in accordance with law;

Now, therefore, this is to certify that the canvass made of all the votes cast in said primary as tabulated by said Board of Elections, is as follows:

For City Council:

Earl W. Eller	received	2945	votes
Clarence E. Morgan	"	3012	"
Frank M. Mulvaney	"	3052	"
Theodore B. Sumner	"	2756	"
Walter I. Abernethy	"	2978	"
J. W. McRary	"	2910	"
Robert I. Presley	"	2866	"
W. Forrest Harty	"	1073	"

For Solicitor of Police Court

S. Thomas Walton	received	1165	"
William C. Hampton	"	2386	"

For Judge of Police Court

Sam M. Cathey - sole candidate, no opposition

and as a result of said canvass and tabulation the City Board of Elections hereby judicially determines and declares that:

Earl W. Eller
Clarence E. Morgan
Frank M. Mulvaney
Theodore B. Sumner
Walter I. Abernethy
J. W. McRary
Robert I. Presley

to have received the highest number of votes cast and to have received the majority of the votes cast in the Democratic Primary held on said April 12, 1955 for the office of City Council, and they are therefore declared to be the seven members of said party nominated by said party at said election, and they are hereby declared to be the nominees of the Democratic party for members of the Council of the City of Asheville, and their names ordered placed upon the ballot to be used at the General Election on May 10, 1955 as their party's candidates for such offices; and

William C. Hampton

to have received the highest number of votes cast and to have received the majority of the votes cast in the Democratic Primary held on said April 12, 1955 for the office of Solicitor of Police Court, and he is therefore declared to be the nominee of the Democratic party for the said office, and his name ordered placed upon the ballot to be used at the General Election on May 10, 1955 as his party's candidate for such office; and

Sam M. Cathey

being the sole candidate was declared to be the official nominee for the office of Judge of Police Court

the Democratic party, and his name ordered placed upon the ballot to be used at the General Election on May 10, 1955 as his party's candidate for such office.

Respectfully submitted,

Paul S. Jones
Chairman

Geo. W. Mitchell
Secretary

H. R. Logan

STATE OF NORTH CAROLINA,
CITY OF ASHEVILLE,
COUNTY OF BUNCOMBE.

This day personally appeared before me Paul S. Jones, George W. Mitchell, and Harry R. Logan, Board of Elections for Asheville, who, being duly sworn, says that the statement of votes herein contained is true and accurate, according to the votes cast and counted at said precincts.

In Testimony Whereof, I have hereunto set my hand and affixed my Notarial Seal, this the 13th day of April, 1955.

Margaret Simmons
Notary Public

My commission expires:
Jan. 6, 1956
(Seal)

City Manager Weir reported that 18 policemen have completed training courses at Asheville-Biltmore College and will receive certificates, and that final grades will be made available to the Civil Service Board.

In this connection Councilman Sumner suggested that members of the Police Department take physical training at the YMCA, and the City Manager stated he would be glad to look into this matter.

In regard to setting aside funds realized from sewer charges to finance the prooosed sewage disposal system, the City Manager reported that he, the Mayor and the Corporation Counsel attended a meeting of the Buncombe County Commissioners, who are trustees of the county water and sewer districts, on Monday of this week, and that the Commissioners agreed consideration should be given this matter, and that the County Attorney and Corporation Counsel have drafted an act making permissive the creation of said capital reserve fund. Copies of said proposed act were given members of the Council and same was discussed by the Corporation Counsel.

The City Manager stated that without objection of the Council, and with the concurrence of the County Commissioners, said proposed bill would be sent to the Buncombe County delegation in the General Assembly to be submitted to the Attorney General for final draft and to be reviewed by the Local Government Commission.

Forrest Harty appeared before the Council with the request that Thurland Avenue Avenue be paved, and stated that nine of the 12 required signatures from property owners had been secured.

The City Manager advised that if two-thirds of the frontage of the street was owned by the signers that the street would be paved under general procedure.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, April 21, 1955 - 4:00 o'clock P. M.

Because of the lack of a quorum, no meeting of the City Council was held on the above date.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, April 28, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, April 28, 1955, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen R. I. Presley, T. B. Sumner, W. I. Abernethy, C. E. Morgan, F. M. Mulvaney, J. W. McRary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A communication was received signed by several property owners requesting that a section of Burton Street beginning at Patton Avenue and continuing to the intersection of Druid Drive and perhaps better known as the new Leicester Highway be zoned for business purposes.

A communication was received from property owners requesting that Lot 20 and 150 feet of

of Lot 25, Sheet 5, Ward 7, and Lots 21 and 22, Sheet 5, Ward 7, be rezoned from RA5 Residential Area to Neighborhood Trading Area.

The Council referred the above requests to the Planning and Zoning Commission for report and recommendation.

A communication was received from Miss Annie Westall, Chairman of the Library Board and publicity Chairman for Friends of the Library, inviting the members of the Council to join the Friends of the Library.

A communication was received from Mr. J. W. Byers expressing appreciation to the members of the Council for their interest in public schools, and assistance given the schools, and particularly in the appointing of members of the Asheville School Board.

The City Manager reported in connection with the financing of the proposed sewage disposal system that the Sewage Disposal Act has been submitted to the Buncombe County delegation in Raleigh, and said Act is now being reviewed by the Attorney General's office.

The City Manager reported that following the public meeting on slum clearance and urban rehabilitation the committee appointed by the Mayor held a meeting and there was a lengthy discussion of this problem, and that the city enforcement and engineering departments are cooperating with this group. He further stated that an assistant to the Building Inspector will be appointed within the next few days to help carry out the program.

Mr. S. J. Pegram, attorney for Mrs. Maude Jones, presented a claim for damages for personal injuries in the amount of $25,000.00, which claim was referred to the Corporation Counsel.

NORTH CAROLINA
BUNCOMBE COUNTY

IN THE SUPERIOR COURT

MRS. MAUDE JONES,
Plaintiff

-vs-

CITY OF ASHEVILLE, A
Municipal Corporation,
Defendant

TO THE HONORABLE MAYOR, CITY MANAGER, AND MEMBERS OF THE CITY COUNCIL:

YOU WILL PLEASE TAKE NOTICE that the undersigned, Mrs. Maude Jones, resident of the City of Asheville, Buncombe County, North Carolina, by and through her attorney, Sam J. Pegram, pursuant to Section 149, of the Charter of the City of Asheville, as set forth in the Code of the City of Asheville, 1945, and as required by its Charter (Private Laws of 1923, Chapter 16, Section 244), hereby files this claim and demands damages of the City of Asheville for personal injuries sustained by the said Mrs. Maude Jones, at the time, place and manner hereinafter set out:

1. DATE: Claimant was injured on Saturday afternoon, April 23, 1955.

2. PLACE: Claimant was injured while walking slowly down Lexington Avenue, just off from Patton Avenue, traveling in a northern direction when claimant stepped in a hole, all without any warning or knowledge that the said hole was there, throwing the claimant to the street and permanently and seriously injuring this claimant, and claimant was taken to Memorial Mission Hospital; that she is undergoing hospitalization and medical treatment; that she will be required to remain in the hospital and at home for a long period of time; that the City of Asheville was negligent in that they failed to keep sidewalk in good repair and claimant says that said hole in said sidewalk has been there, as she is informed many months prior to claimant's injury; that defendant knew or should have known by the exercise of due gence of the dangerous condition existing in and upon said sidewalk at the place where this claimant was injured, it being located in the business section of the City of Asheville, and that the City of Asheville under legal duty to the general public and to this claimant to keep its streets and sidewalks in a safe good repair; that said city in permitting said condition to exist set up and established a public, as well as a private, nuisance in and upon its said sidewalk where claimant fell and was injured; that the City of Asheville became negligent and was negligent on April 23, 1955, in allowing said sidewalk to become unsafe and the City of Asheville did either know actively or constructively of the dangerous condition of its sidewalk.

3. CHARACTER OF INJURIES: That the claimant was seriously and permanently injured when she stepped into said hole on said sidewalk, which had negligently been permitted to be there by the city, resulting in injuring both hands, elbows, knees, muscles in side and back were strained and claimant suffered an injured vertebra and internal injuries, and at this time is confined to the Memorial Mission Hospital, and causing her nervous system a serious and severe shock, all of which has resulted in both serious and permanent injuries to the claimant, and that all of same has caused the claimant to experience great pain and suffering in both mind and body; and said injuries have put the claimant to great expense in the form of doctor's bills, nurses bills, medicine bills and other care, and she has been damaged thereby in the total sum of Twenty-Five Thousand ($25,000.00) Dollars.

4. AMOUNT OF DAMAGES CLAIMED: That as a result of the negligence on the part of the City as aforesaid, claimant has been permanently injured and damaged in the sum of Twenty-Five Thousand ($25,000.00) Dollars.

4. AMOUNT OF DAMAGES CLAIMED: That as a result of the negligence on the part of the City as aforesaid, claimant has been permanently injured and damaged in the sum of Twenty-Five Thousand ($25,000.00) Dollars, as nearly as she can ascertain for which this claimant now makes claim for restitution against the City of Asheville.

Respectfully submitted, this 28th day of April, 1955.

Maude Jones
CLAIMANT

Sam J. Pegram
ATTORNEY FOR CLAIMANT

NORTH CAROLINA
BUNCOMBE COUNTY

MRS. MAUDE JONES, being first duly sworn, deposes and says:

That she is the plaintiff in the above entitled action; that she has read the foregoing Notice and Claim for Personal Damages, and knows the contents thereof; that the same is true of her own knowledge and belief except as to those matters therein stated upon information and belief and as to those matters she believes it to be true.

Maude Jones
AFFIANT

Sworn and subscribed to before me
this 28th day of April, 1955.

Roberta Smith
Notary Public
My commission expires: 3/10/57
(Seal)

There being no further business, the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

Thursday, May 5, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, May 5, 1955, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, T. B. Sumner, J. W. McRary, F. W. Mulvaney, R. I. Presley, W. I. Abernethy, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A resolution of the Buncombe County Medical Society favoring the treatment of sewage effluent for the City of Asheville and County of Buncombe was received. This was received as information by the Council.

A communication was received requesting that certain property on the new State Highway known as 19-23 near the intersection of Johnston Boulevard be rezoned from RA-6 Residential District to Neighborhood Trading Area.

The Council referred this request to the Planning and Zoning Commission for report and recommendation.

A petition signed by a number of citizens was presented requesting that the parking meters be removed from North Lexington Avenue between College and Walnut Streets and that 20 minute parking be established in this area.

This request was referred to the Director of Public Safety for study.

Councilman Mulvaney introduced Ordinance #378, being "AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1955 AND ENDING MAY 31, 1956", which was, upon motion of Councilman Mulvaney, seconded by Councilman Morgan, unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Presley voted "aye"
Councilman McRary voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

City Manager Weir presented the audit report of the City of Asheville Board of Alcoholic Contro for the period ending March 31, 1955.

Councilman Morgan moved that the Corporation Counsel draw an expression recognizing the contri bution made by Mr. J. W. Byers to the city schools, which motion was seconded by Councilman Mulvaney and unanimously adopted.

Mr. Revis appeared before the Council with the request that the blinker light at the intersec tion of Burton Street and Haywood Road be changed back to a stop and go signal, and was informed by the City Manager that this change had been ordered.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, May 12, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, May 12, 1955, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. I. Abernethy, T. R. Sumner, R. I. Presley, C. E. Morg T. W. Mulvaney, J. W. McRary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A communication was read from A. M. Fancher expressing opposition to the proposed cross- town expressway, and asking for a public hearing on this matter.

The Council agreed that a public hearing would be held before entering into a contract for the right-of-way cost of such project.

Ordinance #378, "AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AN PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1955 AND ENDING MAY 31, 195 was amended by the Council as follows: Under Bottling Works, Section (a), striking out the words "Chero-Co and inserting in lieu thereof the words "Royal Crown Cola", whereupon said Ordinance, as amended, was, upo motion of Councilman Mulvaney, seconded by Councilman Morgan, unanimously passed on its second reading wit the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Presley voted "aye"
Councilman McRary voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

The City Manager presented a report from the Municipal Board of Elections giving the re sults of the General Election held on May 10, 1955:

MUNICIPAL BOARD OF ELECTIONS
Asheville, N. C.

May 11, 1955

Mr. Weldon Weir,
City Manager,
Asheville, N. C.

Dear Sir:

WHEREAS, on Tuesday, May 10, 1955 the Municipal General Election for officials of the City of Ash ville was held for the City of Asheville for nominees of the Primary Election held on April 12, 1955; and

WHEREAS, certificates of result of said General Municipal Election were certified by the electio officials to the Municipal Board of Elections and to the Chief Executive Officer of the City of Asheville 10:00 o'clock A. M. on May 11, 1955; and

WHEREAS, said Municipal Board of Elections canvassed and tabulated said official returns from all 24 city polling precincts for said General Municipal Election; and

WHEREAS, the result of said election was published immediately by reading at the front door of th City Hall;

NOW, THEREFORE, attached hereto find certified copy of resolution of the Municipal Board of Elec tions relating to the canvassing of the returns of the General Municipal Election for seven offices of Co

lmen of the City of Asheville and for the office of Solicitor of Police Court and for the office of Judge of Police Court of the City of Asheville held May 10, 1955, and declaring the result thereof, together with sworn statement tabulating such returns.

Yours very truly,

Paul S. Jones
Chairman
Geo. W. Mitchell
Secretary
H. R. Logan

RESOLUTION RELATING TO THE CANVASSING OF THE RETURNS OF THE GENERAL MUNICIPAL ELECTION FOR SEVEN OFFICES OF COUNCILMEN OF THE CITY OF ASHEVILLE, AND FOR THE OF- FICE OF SOLICITOR OF POLICE COURT, AND FOR THE OFFICE OF JUDGE OF POLICE COURT OF THE CITY OF ASHEVILLE HELD MAY 10, 1955, AND DECLARING THE RESULT THEREOF

BE IT RESOLVED BY THE MUNICIPAL BOARD OF ELECTIONS OF THE CITY OF ASHEVILLE:

Section 1. That the returns of the General Municipal Election for city officials held on May 10, 1955 in the City of Asheville having been received from the registrars and judges of election in the various precincts of the city, and this Board having canvassed the same, the following facts are hereby found and determined:

(a) That each registrar and judge for said General Municipal Election for city officials held in the City of Asheville on May 10, 1955 was duly qualified by law and had taken the necessary oath.

(b) That the election officers had incorporated in their returns the number of votes cast for Councilmen, for Solicitor of Police Court, and for Judge of Police Court in each precinct.

(c) That no complaints have been made to this Board against the regularity of said election, and this Board believes that said election was conducted in full compliance with law and the orders of this Board.

Section 2. That from the canvass so made this Board has judicially determined the result of the voting in said General Municipal Election, and makes the following tabulation of the returns of said election, which tabulation correctly shows the designations of the several precincts at which such election was held, and the number of legal ballots cast in each precinct for each office, the name of each person voted for and the number of votes given to each person for each different office, and the totals of such numbers:

	PRECINCTS												
For Councilmen	1	2	3	4	5	6	7	8	9	10	11	12	
Earl W. Eller	385	221	283	553	812	374	336	320	238	92	236	273	
Clarence E. Morgan	391	221	283	550	807	378	340	324	237	96	238	275	
Frank M. Mulvaney	387	223	280	554	803	374	336	322	233	92	238	275	
Theodore R. Sumner	387	220	282	547	808	366	337	328	241	93	236	269	
Walter I. Abernethy	386	222	280	550	805	371	332	319	234	91	232	264	
J. W. McRary	386	223	278	556	802	370	339	322	239	92	236	261	
Robert I. Presley	390	216	279	545	811	369	333	320	232	90	231	267	
For Solicitor of Police Court													
William C. Hamoton	375	217	281	538	782	366	336	321	232	92	236	273	
Anthony Redmond					1								
Tom Walton					2	2							
Marvel Crawford						1							
For Judge of Police Court													
Sam M. Cathey	380	237	282	551	802	370	337	338	233	94	236	274	
James Howell					1								
W. Harold Sams						1							
Guy Weaver						1							
Kitchen									1				

For Councilmen	13	14	15	16	17	18	19	20	21	22	23	24	TOTALS
Earl W. Eller	119	578	244	446	411	269	500	411	394	707	788	240	9230
Clarence E. Morgan	118	574	239	445	414	271	494	411	397	705	789	241	9238
Frank M. Mulvaney	119	576	240	447	416	269	510	414	401	714	797	239	9259
Theodore R. Sumner	118	571	236	445	406	272	496	410	392	700	781	236	9177
Walter I. Abernethy	118	572	237	444	412	265	489	410	393	706	788	236	9156
J. W. McRary	118	571	232	445	416	274	501	414	393	717	796	240	9221
Robert I. Presley	119	571	240	444	413	269	495	409	388	701	783	236	9151
Dan Judd			1										1
W. Kelly Roberts			1										1
Ed Swain				1									1
George Graham						1							1
Verne Moser												1	1
John T. Rogers												1	1
For Solicitor of Police Court													
William C. Hampton	120	586	241	438	409	261	499	410	396	690	790	238	9127
Tom Walton					1								5
George Pennell						1							1
Anthony Redmond													1
Marvel Crawford													1

For Judge of Police Court	13	14	15	16	17	18	19	20	21	22	23	24	TOTALS
	123	585	247	447	421	267	505	418	407	703	808	243	9308
Sam M. Cathey				1									2
Guy Weaver						1							1
George Craig										2			2
Marvel Crawford												1	1
Charles Foley													1
James Howell													1
Harold Sams													1
Reed Kitchen													

Dated this 11th day of May, 1955.

Paul S. Jones
Geo. W. Mitchell
H. R. Logan
Members of the Municipal
Board of Elections

STATE OF NORTH CAROLINA)
COUNTY OF BUNCOMBE)

Subscribed and sworn to before me, this 11th day of May, 1955.

My commission expires:
Jan. 6, 1956
(Seal)

Margaret Simmons
Notary Public

Section 3. That from the canvass so made it is judicially determined and declared:

(a) That the following seven men were officially elected to the office of City Councilmen for the City of Asheville:

Earl W. Eller
Clarence E. Morgan
Frank M. Mulvaney
Theodore B. Sumner
Walter I. Abernethy
J. W. McRary
Robert I. Presley

(b) That at said election William C. Hampton was officially elected to the office of Solicitor of Police Court of the City of Asheville, and Sam M. Cathey was officially elected to the office of Judge of Police Court of the City of Asheville.

Section 4. That the result of said election shall be published immediately by reading at the front door of the City Hall, as required by the Charter of the City of Asheville.

Section 5. That a certified copy of this resolution, with the tabulation set forth in Section 2 made by the members of the Municipal Board of Elections under oath, shall be filed with the City Manager of the City of Asheville.

George W. Mitchell moved the passage of the foregoing resolution and Harry R. Logan seconded the motion. After full discussion said resolution was voted on and declared passed, those voting for said resolution being Paul S. Jones, George W. Mitchell, Harry R. Logan, and those voting against said resolution being none.

We, members of the Municipal Board of Elections of the City of Asheville, North Carolina, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of a resolution entitled "RESOLUTION RELATING TO THE CANVASSING OF THE RETURNS OF THE GENERAL MUNICIPAL ELECTION FOR SEVEN OFFICES OF COUNCILMEN OF THE CITY OF ASHEVILLE, AND FOR THE OFFICE OF SOLICITOR OF POLICE COURT, AND FOR THE OFFICE OF JUDGE OF POLICE COURT OF THE CITY OF ASHEVILLE HELD MAY 10, 1955, AND DECLARING THE RESULT THEREOF", which was duly adopted on May 11, 1955, by the Municipal Board of Elections of said City, and that said resolution is recorded in Minute Book 2, beginning at page 181 and ending at page 184, which Minute Book is kept in a public place in the City Hall as required by law.

WITNESS our hands, this 11 day of May, 1955.

Paul S. Jones
Geo. W. Mitchell
H. R. Logan
Members of the Municipal
Board of Elections of
the City of Asheville

The City Manager presented the statement showing the budget position of the City for the period ending April 30, 1955.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Monday, May 16, 1955 - 10:00 o'clock A. M.

The newly elected City Council held its organization meeting at 10:00 o'clock Monday, May 16, 1955, with retiring Mayor E. W. Eller presiding.

The invocation was rendered by the Reverend E. H. Blackard.

The members of the City Council took the oath of office in a body, which oath was administered by Mr. J. Ed Swain, Clerk of Superior Court, as follows:

COUNCILMEN:
Earl W. Eller
Frank M. Mulvaney
Walter I. Abernethy
Robert I. Presley
Clarence E. Morgan
Theodore B. Sumner
J. W. McRary

Mr. Eller announced that the next order of business is the election of Mayor.

Councilman Morgan nominated for Mayor Mr. E. W. Eller, which motion was seconded by Councilman Abernethy. Whereupon Councilman Abernethy took over the chair and asked if there were any further nominations. There being none, a vote was taken and Mr. Eller was unanimously elected as Mayor.

Mayor Eller announced that the next order of business is the election of Vice-Mayor.

Councilman Presley nominated for Vice-Mayor Mr. Walter I. Abernethy, which motion was seconded by Councilman Sumner. There being no further nominations, a vote was taken and Mr. Abernethy was unanimously elected as Vice Mayor.

Councilman Sumner nominated Mr. Weldon Weir for City Manager, which motion was seconded by Councilman Mulvaney. There being no further nominations, a vote was taken and Mr. Weir was unanimously elected as City Manager.

Councilman Presley nominated for Corporation Counsel Mr. Robert W. Wells, which motion was seconded by Councilman McRary. There being no further nominations, a vote was taken and Mr. Wells was unanimously elected as Corporation Counsel.

Councilman Mulvaney nominated for City Clerk Miss Margaret Simmons, which motion was seconded by Councilman Morgan. There being no further nominations, a vote was taken and Miss Simmons was unanimously elected as City Clerk.

Councilman Sumner nominated Mr. John A. Goode for Director of Civil Service, which motion was seconded by Councilman Mulvaney. There being no further nominations, a vote was taken and Mr. Goode was unanimously elected as Director of Civil Service.

Councilman Abernethy nominated Mr. Samuel J. Fisher as a member of the Civil Service Board, which motion was seconded by Councilman Morgan. There being no further nominations, a vote was taken and Mr. Fisher was unanimously elected as a member of the Civil Service Board.

The oath of office was administered to the City Manager, Corporation Counsel, and City Clerk by Mr. J. Ed Swain, Clerk of Superior Court.

Councilman Morgan introduced a resolution designating banking depositories for city funds, which was, upon motion of Councilman Morgan, seconded by Councilman Sumner, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 270.

Councilman Abernethy introduced a resolution designating the officers and employees who shall give bonds for performance of their duties and setting amounts thereof, which was, upon motion of Councilman Abernethy, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 271.

Councilman Mulvaney introduced a resolution prescribing the time and day of the weekly

meeting of the City Council, which was, upon motion of Councilman Mulvaney, seconded by Councilman Presley, unanimously adopted, after a discussion by the Council.

Complete copy of resolution will be found in Resolution Book #3 at page 272.

Councilman Presley moved that the salaries of city officials and employees remain the same for the present, which motion was seconded by Councilman Sumner and unanimously adopted.

The minutes of the previous meeting were read and approved.

Ordinance #378, "AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1955 AND ENDING MAY 31, 1956" was, upon motion of Councilman Mulvaney, seconded by Councilman Morgan, unanimously passed on its third and final reading with the following vote:

Councilman Abernethy voted "aye" — Councilman McRary voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Presley voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 378

AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1955 AND ENDING MAY 31, 1956.

THE CITY COUNCIL OF THE CITY OF ASHEVILLE DO ORDAIN:

Section 1.

That to raise funds for general municipal purposes, the following license taxes hereinafter specified are hereby levied for the privilege of carrying on the business, trades, professions, callings, occupations, or doing the act named, or selling or offering for sale any of the articles enumerated herein, within the corporate limits of the City of Asheville, from the first day of June, 1955, to the thirty-first day of May, 1956, unless for some other time or period herein specified, and all such taxes shall be due and payable in advance at the office of the Director of Finance. If any person shall fail to pay any license tax required by this ordinance by September 1, 1955, 2% per month of the amount of such license shall be added to the tax required, and no license shall be granted until the license tax, plus the two (2%) per centum per month thereof, has been paid. The addition of the two (2%) per centum per month on the amount of said license tax shall not exempt the delinquent from the penalties herein prescribed in case of delinquency. The payment of any particular tax herein imposed shall not relieve the party paying same from liability for any other tax specifically imposed for any other business conducted by such person.

Section 2.

That all persons, before engaging in any business, trade, profession, calling, occupation, or doing any act on which a license tax is imposed by this ordinance, shall, except as hereinafter provided, apply for and procure in advance, from the Director of Finance or someone designated by him, for license, and upon the payment of the license tax herein imposed a license shall be issued to said applicant. Such license must be posted conspicuously in the place of business licensed, and if the licensee has no regular place of business, the license must be kept where it may be inspected at all times by the proper city officials. No license shall be transferable or assignable except by consent of the City Manager.

Section 3.

(a) That any person, firm, or corporation, desiring to engage in any business, trade, or vocation, or do anything hereinafter mentioned in this paragraph, may be required to appear in person before the Director of Finance for a license, stating the place at which it is proposed to conduct the business, the name of the owner of the business, or, if the owner be a firm, the names of all members of such firm, or, if the owner be a corporation, the names of the officers, including the manager. And the Director of Finance shall also have the right to require the owner, proprietor, manager, or other person interested in or connected with such business, to give evidence, upon oath, touching the manner in which such business has been or is to be conducted, as well as any other facts which the Director of Finance may deem necessary. This section shall apply to the following:

1. Keepers of Billiard, Pocket Billiard, or Bagatelle Tables.
2. Bowling Alleys, or Alleys of like kind.
3. Shooting Galleries.
4. Cane Boards, Jingle Boards, or Knife Racks.
5. Penny Arcades.
6. Merry-Go-Rounds, Ferris Wheels, Switchbacks, or Roller Coasters.
7. Any kind of Table, Stand, Place, or Game, kept in a house or room used or connected with a hotel or restaurant.
8. Carnivals, Theatres, Motion Picture Shows, Vaudeville Shows, Dance Halls, Roof Gardens, or Menageries.
9. Phrenologists.
10. Lunch Counters or Restaurants.
11. Hotels, Lodging Houses, or Boarding Houses.
12. Soft Drinks.
13. Junk Dealers.
14. Pressing Clubs.
15. Pawnbrokers.
16. Second-hand Dealers.
17. Gasoline or Oil Filling Pipes, Service Tanks, or Pumps.

(b) A license may be refused for any business enumerated in the preceding sub-section unless the City Manager shall be satisfied that the applicant, or the proposed manager, is a person of good moral character, and fit and proper person to conduct such business, and unless he shall also be satisfied that the place proposed is a suitable place for the conduct of such business.

(c) That billiard rooms, pool rooms, bowling alleys, bagatelle tables, or rooms where games or tables of like kind are operated, and also restaurants, cafes, lunch counters, or places where soft drinks are sold, be kept clear of screens or sight obstructions of any kind.

ORDINANCE NO. 378

AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1955 AND ENDING MAY 31, 1956 .

THE CITY COUNCIL OF THE CITY OF ASHEVILLE DO ORDAIN:

Section 1.

That to raise funds for general municipal purposes, the following license hereinafter specified are hereby levied for the privilege of carrying on business, trades, professions, callings, occupations, or doing the act named, using or offering for sale any of the articles enumerated herein, within the corporate limits of the City of Asheville, from the first day of June, 1955, to the thirty-first day of May, 1956, unless for some other time or period herein specified, and all such taxes shall be due and payable in advance at the office of the Director of Finance. If any person shall fail to pay any license tax [illegible] this ordinance by September 1, 1955, 2% per month of the amount of such tax shall be added to the tax required, and no license shall be granted until the license tax, plus the two (2%) per centum per month thereof, has been paid. Collection of the two (2%) per centum per month on the amount of said license tax shall not exempt the delinquent from the penalties herein prescribed in case of delinquency. The payment of any particular tax herein imposed shall not relieve the party paying same from liability for any other tax specifically imposed on other business conducted by such person

Section 2

[illegible]

[illegible]

[illegible]

[illegible] unless the City Manager shall be satisfied that the applicant, if an individual, is a person of good moral character, and fit and proper to conduct such business, and that said shall also be satisfied that the location is a suitable place for the conduct of such business

That billiard rooms, pool rooms, bowling alleys, any [illegible] places or tables of like kind are prohibited, and also restaurants, lunch counters, or places where soft drinks are sold, be kept clear of all slot machines or obstructions of any kind

Section 8.

That before license shall be issued for any of the following businesses, the applicant shall execute a satisfactory bond, payable to the City, in the amount hereinafter named, conditioned for the faithful observance by such licensee, his or its servants, agents,or employees, of all laws and ordinances now in force or hereinafter enacted, relating to such business, and further conditioned to save the City harmless from damage arising from the negligence of such licensee or agents, servants, or employees thereof, and otherwise as the City Manager may determine:

1.	Pawnbrokers	$ 1,000.00
2.	Junk Dealers	1,000.00
3	Electrical Contractors	1,000.00
4	Electric Sign Contractors and Hangers	500.00
5	Plumbing Contractors	1,000.00
6.	Sidewalk or Paving Contractors doing any work on sidewalks or streets costing not over $300.00	100.00
	Doing such work costing over $300.00	1,000.00
7.	House movers	500.00
	[illegible]	500.00

[illegible]

[illegible]

[illegible] 1939 [illegible] one-half of the tax pre- [illegible] less than one [illegible] Schedule [illegible] for 1939, as

[illegible] tax shall not exempt [illegible] [illegible], trade, [illegible]

[illegible] for each place of business [illegible] is required by this [illegible]

[illegible] ordinance shall be subject to revo- [illegible] time by the City Manager, with [illegible] licensee or manager, or person in [illegible] violate any ordinance or law relative [illegible] or if, in the judgment of the City [illegible] nature or the manner or place in [illegible] or is a menace to good order or to [illegible] And upon the revocation or suspension [illegible] for the person to whom such license was [illegible] such business. Any person, firm, or corporation, [illegible] shall pay a penalty of fifty ($50.00) dollars. Each [illegible] after revocation or suspension of license, shall [illegible] a new [illegible] license

Section 12.

It shall be the duty of the Director of Finance to see that the Solicitor of the Police Court is furnished with a list of all unpaid license taxes for the fiscal year of 19[illegible]-5 6 and it shall be the duty of the Solicitor of the Police Court to issue warrants for all delinquents, and to prosecute as vigorously as necessary and demand that the same be paid or inflict a penalty as provided in this ordinance.

Section 13

That every person who shall violate any provision of this ordi- [illegible] carry on any business, trade, or vocation, or profession, on which [illegible] has been fixed, without having first paid the tax and received [illegible] shall be liable to a penalty of fifty ($50.00) dollars for each [illegible] day said business shall be carried on shall constitute a separate [illegible]

Section 14.

[illegible] is hereby declared that the [illegible] is not [illegible]

Provided, that every person engaged in the business of operating street cars and/or busses and placing or allowing to be placed within or on such cars, placards for advertising purposes, and making a charge therefor, shall pay a license tax of, per annum - $50.00

[illegible] PICTURE MACHINES.

Every person, firm, or corporation, operating a moving picture machine, or selling the use of the same for advertising purposes, shall pay an annual license tax as follows:

(a) In each place where the advertisement is run, having a seating capacity of less than three hundred (300) - $20.00

(b) In each place where the advertisement is run, having a seating capacity of three hundred (300) and less than one thousand (1,000) - - - - 35.00

(c) In each place where the advertisement is run, having a seating capacity of one thousand (1,000) or over - - - - - - - - - - - - - - - - - - 50.00

[illegible] THROUGH STREETS WITH ADVERTISING SIGNS.

- -$10.00

[illegible] located where persons advertising [illegible] f football or baseball

[illegible] of this section shall apply to [illegible] advertisement signs on their vehicles.

[illegible] agent, having the agency for the [illegible] specifically taxed by some other [illegible] of, per annum - - - - - $25.00

[illegible] in the business of selling [illegible] tax of, per annum - - -$[illegible]

[illegible] corporation, selling or distributing what is commonly known as [illegible], shall pay a license tax of, per annum - - - - - - - - $25.00

[illegible], PEEP SHOWS.

[illegible] annum -$200.00

NOT PRORATED.

[illegible]

Exempt by State Statutes.

ART GOODS, MANUFACTURERS OR DEALERS IN.

[illegible] retail dealers -$10.00
[illegible] - 100.00

ASPHALT OR ASPHALT SUPPLIES.

Dealers, sellers, or distributors in, each, per annum - - - - - - - $50.00

PROVIDED, when building material tax is paid, no additional tax shall be collected under this section.

ATHLETIC SUPPLIES AND SPORTING GOODS.

Every person, firm, or corporation, selling or distributing athletic supplies or sporting goods, shall pay a license tax of, per annum - - - - $25.00

PROVIDED, every person, firm or corporation selling athletic supplies and sporting goods, where the gross sales are less than $3,000 annually, shall pay a license tax of, per annum - $10.00

ATTORNEYS.

Exempt by State Statutes.

AUCTIONEERS.

(a) Every person, firm or corporation, that conducts auction sales of anything other than real estate, shall pay an annual tax of, as follows:

Residents, each, per year -$10.00
Itinerants, each per day - 5.00
Itinerants, each per week - 10.00

(b) Every person, firm, or corporation, that conducts auction sales of real estate for profit, shall pay a license tax of:

Residents, each per sale - $12.50
Residents, each per year - 25.00
Itinerants, each per day - 25.00

NOT PRORATED.

AUTOMOBILE, MOTORCYCLE AND MOTOR VEHICLE, DEALERS; AND SERVICE STATIONS.

(a) Automobile Service Stations: Every person, firm, or corporation, engaged in the business of servicing, storing, painting, or upholstering of motor vehicles, trailers, or semi-trailers, or engaged in the business of retailing, [illegible] and/or delivering of any tires, tools, batteries, electrical equipment, [illegible] accessories or supplies, including radios designed for exclusive use [illegible]les, motor fuel and/or lubricants, or any such commodities, shall pay [illegible]tion where such business is carried on, a license tax of, per [illegible] - - - - - - - - - - - - - - - - - - -

(g) Motor Vehicle Dealers: Every person engaged in the business of buying, selling, distributing, servicing, storing, and/or exchanging motor vehicles, trailers, semi-trailers, tires, tools, batteries, electrical equipment, lubricants, and/or automotive equipment and supplies, shall pay for each location at which such business is carried on, a license tax of, per annum - - $50.00

PROVIDED, that persons, firms, or corporations, dealing in second-hand or used motor vehicles exclusively, shall be liable for - - - - - - - - $50.00

(h) Automobile Equipment, Used Parts: Every person, firm or corporation, buying and selling second-hand, used parts for automobiles, or repairing automobiles, shall pay a license tax for each business of, per annum - - - $12.50

AWNINGS AND TENTS.

Every person, firm or corporation, operating any business of manufacturing, selling, and installing or erecting tents or awnings, shall pay a license tax of:

Per annum -$50.00
Itinerants, each - 100.00

NOT PRORATED.

PROVIDED, that where stores sell ready-made standard size window awnings, only, not more than 48 inches in width, shall pays license tax of, per annum - $15.00

PROVIDED, that persons engaged only in the business of installing or erecting awnings or tents, shall pay a license tax of, per annum - - - - - -$15.00

age

BAKERY PRODUCTS, CAKES, CRACKERS, AND DOUGHNUTS.

(a) Every person, firm, or corporation, operating a bakery or preparing or manufacturing bread, cakes, crackers, or doughnuts, shall, if selling at retail, pay a license tax of, per annum - - - - - - - - - - - - - - - - - - - $25.00

(b) Selling bakery products, including bread, crackers, or cakes, and doughnuts, at wholesale, per annum - $125.00

(c) Every person, firm, or corporation, selling and delivering bakery products, including bread, cakes, crackers, or doughnuts, shall pay for the privilege of delivering such products within the city, a license tax of, per annum -$125.00

PROVIDED, that this tax shall not apply to merchants selling bakery products, bread, cakes, crackers, or doughnuts, in connection with a regular merchandising business; and, provided, further, that it shall be unlawful for any person, firm, or corporation, selling or delivering bakery products after the passage of this ordinance to sell or deliver any such products from a vehicle unless such vehicle shall have plainly and visibly painted on it the name of the person, firm, or corporation, operating same, together with the name of the city where such bakery products are manufactured and to also procure from the Health Officer a "Bakery Delivery Permit", the number of which permit must be on such vehicle.

Doughnuts, machines -$10.00

Bakery products, small pies at retail, not over 5 cents, per -$10.00

The foregoing shall not be collected from restaurants, on which restaurant tax has been paid.

[illegible], NOVELTIES, SOUVENIRS, CURIOS, FLAGS, ETC.

Every individual selling or offering for sale balloons, novelties, souvenirs, curios, flags, needles, sewing equipment, paring knives, cooking utensils, or other instruments, for the preparation of foods, or other classes of merchandise not specifically licensed or taxed herein, or ice cream, soft drinks, [illegible], or fruits, shall pay a license tax of:

Per day - $7.50
Per week -15.00
Per month - 50.00

PROVIDED, that such tax shall not apply to any merchant selling said articles as part of a regular merchandise business and paying the tax prescribed for merchants; and, provided, that no person shall sell any food products under this section without first obtaining a written permit from the health officer.

BANKRUPT OR FIRE STOCK.

Every itinerant salesman or merchant who shall expose for sale either on a lot or in a house or store building rented temporarily for that purpose, any goods, wares, or merchandise, bankrupt or receiver's stock, or fire stock, not being a regular merchant in the city, shall apply for in advance a license for the privilege of transacting such business, and shall pay for such license a tax of, per annum - $200.00

NOT PRORATED.

PROVIDED, that such tax shall not apply to any receiver or trustee conducting a bankrupt sale under order of Court.

BANKS AND TRUST COMPANIES.

Every person, firm, or corporation, engaged in the business of operating any general banking or trust business, and such other business as is ordinarily conducted in connection with bank and trust companies, shall pay a license tax as follows:

If its capital stock does not exceed $100,000.00, per annum - - - $ 50.00
If its capital stock exceeds $100,000.00, but does not exceed $200,000.00, per annum - 100.00
If its capital stock exceeds $200,000.00, but does not exceed $300,000.00, per annum - 150.00
If its capital stock exceeds $300,000.00, but does not exceed $500,000.00, per annum - 300.00
If its capital stock exceeds $500,000.00 - - - - - - - - - - - - - 400.00

BUILDING - MORRIS PLAN OR INDUSTRIAL.

(a) Every person, firm, or corporation engaged in the business of operating a Morris Plan or Industrial Bank, shall pay for the privilege of engaging in such business, the following tax:

When the total resources, as of December 31 of the previous year, are less than $250,000.00 -$ 37.50
$250,000.00 and less than $500,000.00 - - - - - - - - - - - - - - - - - 75.00
$500,000.00 and less than $1,000,000.00 - - - - - - - - - - - - - - - - 112.50
$1,000,000.00 and less than $2,000,000.00 - - - - - - - - - - - - - - - 150.00
$2,000,000.00 and less than $5,000,000.00 - - - - - - - - - - - - - - - 225.00
$5,000,000.00 and over - 300.00

(b) Every person, firm or corporation, engaged in the business of soliciting loans or deposits for Morris Plan or other Industrial Banks, shall pay a license tax of, per annum - $25.00

Any bank that shall begin business during the current tax year, the tax shall be calculated on the total resources at the beginning of the business

BARBER ASSISTANTS OR HELPERS.

Per annum - $25.00

BARBER SHOPS, OR PARLORS

Every person, firm, or corporation, engaged in the business of conducting a barber shop, beauty shop, or other parlor of like kind, shall pay the following

For each barber chair maintained in barber shop, whether chair is occupied or not, per annum - $2.50
For each operator in beauty shop, parlor, or other shop of like character, office, hotel, or other place, per annum - - - - - - - - - - - - - - - 2.50
For each barber chair maintained in a beauty shop, per annum - - - - - 2.50
For each transient massage operators, per day - - - - - - - - - - - - - - 5.00

BARBER SUPPLIES.

Every person, firm, or corporation, engaged in the selling of barber supplies, shall pay a license tax of, per annum - - - - - - - - - $25.00

BARBER, OPERATOR'S LICENSES.

Each, per annum - $25.00

Every person, firm or corporation operating or maintaining a bath or [illegible] establishment, shall pay a license tax of, per annum - - - - - - - - - $25.00

BEAUTY SHOPS OR PARLORS.

See "Barber Shops".

BED MANUFACTURERS.

Each, per annum - $25.00

BEER AND OTHER BEVERAGES.

Regulated by Special City Ordinances, Nos. 241, 258, 269.

NOT PRORATED.

BICYCLES.

Each dealer or agent selling, supplying, repairing, or renting, per annum - $12.50

BILLBOARDS, ADVERTISING BY USE OF.

See "Advertising".

BILLIARDS AND POOL.

Every person, firm or corporation, association, club, or organization, by whatsoever name called, who shall rent, own, run, maintain, or operate a table or tables on which billiards, pool, or snooker, is played, whether operated by slot or otherwise, shall pay, per annum, for the privilege of operating such billiard, pool, or snooker tables, a license tax for each table, as follows:

Tables measuring not more than 2 ft. wide and 4 ft. long - - - -	$ 5.00
Tables measuring not more than 2½ ft. wide and 5 ft. long - - -	10.00
Tables measuring not more than 3 ft. wide and 6 ft. long - - - -	15.00
Tables measuring not more than 3½ ft. wide and 8 ft. long - - -	20.00
Tables measuring more than 3½ ft. wide and 8 ft. long - - - - -	25.00
Tables measuring more than 4 1/2 ft. wide and 9 ft. long - - -	30.00

PROVIDED, that in the event there should be kept, maintained, and operated, any table or tables whose measurements either by width or length are in excess of any of the dimensions in the schedule above enumerated, then and in such event such table or tables so kept, maintained and operated, shall pay a license tax at the rate of the next larger size table above classified.

BINDER OF BOOKS

Including job printing, each, per annum - - - - - - - - - - - - -	$30.00
Not including job printing, each, per annum - - - - - - - - - - -	15.00

BIRDS

Every person, firm, or corporation, selling live birds, per annum - $10.00

PROVIDED, that when pet shop license tax has been paid, no bird license shall be collected

BLANKET AND/OR RUG SHOPS.

Every person, firm or corporation operating a business where the principal items are blankets and/or rugs, shall pay a license tax of, per annum - $10.00

BLOCKS, CEMENT

See "Cement Blocks".

BLOWING MACHINES, LIFTING MACHINES, OR ANY EXHIBITION OR PERFORMANCE OF LIKE CHARACTER.

Each, per day - $50.00

BLUEPRINT SHOPS.

Every person, firm or corporation, making or selling or distributing

[illegible] - - - - - - - - - - - - - - - - - - -

(b) Every person, firm, corporation, or association distributing at wholesale, or jobbing, bottled beverages, as enumerated in sub-section (a), shall pay an annual license tax of - $12.50

PROVIDED, however, that where the tax levied under sub-section (a) has been paid on any of the articles, machines, or equipment units enumerated therein, the tax levied under this sub-section shall not apply, nor shall any tax be collected on account of the delivery of the products, beverages, or articles enumerated in sub-section (a), and (b), when a tax has been paid under sub-section (a) or (b).

(c) Aerated, mineral, or other waters, selling or delivering in the city, per annum - - - - - - - - - - - - - - - - - - -

On each truck or passenger car delivering candy or chewing gum or peanut products or other confectioneries, or tobacco products, for concerns which have not paid the wholesale tax herein levied, per annum (NOT PRORATED) - - - - - $25.00

CANES, LOADED.

See "Bowie Knives".

CANE RACKS.

Racks for canes or knives, each, per day - - - - - - - - - - - - - $15.00

CANVASSERS.

Every person, firm, or corporation engaged in the business of canvassing, per annum - $5.00

NOT PRORATED.

A canvasser shall mean anyone who solicits orders for business, or calls from house to house anywhere within the corporate limits of the City of Asheville.

CAP PISTOLS.

See "Fire Works".

CARBIDE MANUFACTURERS OR DISTRIBUTORS.

Every person, firm, or corporation, engaged in the business of manufacturing or selling or distributing carbide, per annum - - - - - - - - - - - $15.00

CARNIVAL COMPANIES.

Every person, firm, or corporation, engaged in the business of a carnival company or a show of like kind, moving pictures, and vaudeville shows, museum and menageries, merry-go-rounds, ferris wheels, riding devices, and other like amusements and enterprises, conducted for profit, under the same general management; or an aggregate of shows, amusements, eating places, riding devices, or any of them operating together on the same lot or contiguous lot or streets, traveling from place to place, whether owned and actually operated by separate persons, firms or corporations, or not, filling week-stand engagements, or giving week-stand exhibitions, under canvas or not, or a part of

a week, shall pay for the privilege of engaging in such business or amusements, for each week or part of a week, a tax of - - - - - - - - - - - - - - - - - - $150.00

Provided, before any carnival company shall give any performance or exhibition or conduct any business within the corporate limits of the City of Asheville, an application in writing shall be made to the City Council, [illegible] character of the carnival company, giving the following

[illegible] of the owner of such carnival company, and in the event such [illegible] corporation, the state where chartered, and its office or principal [illegible] business, together with names of the officers of such corporations, or [illegible] names of all the partners; also, the route for a period [illegible] weeks including the playing in the City of Asheville.

[illegible] carnival will be licensed to play within the corporate limits [illegible] and in the event of the granting of any license, such permit shall authorize only the operation of the exhibition [illegible], a "Wheel", and the operation of any gambling games, including [illegible], or other concessions, are expressly prohibited, and the [illegible] reserved to refuse any and all applications for permits, and [illegible] penalties, prescribed for the tax levied, be made for any

[illegible] fifty dollars will be required for each carnival [illegible], to defray the expenses of the Sanitary Department for [illegible] actual cost of cleaning will be charged and a [illegible]

[illegible] - $25.00

[illegible] see "Cleaning or Pressing Club Establishments" [illegible]

[illegible], person, firm, or corporation, engaged in the business of [illegible], and/or embalming the dead, or in the retail of coffins, caskets, or [illegible] funeral supplies, shall pay a license tax of, per annum - - - - - - - - $100.00

Provided, this section shall not apply to a cabinet-maker who is [illegible] undertaker, who makes coffins to order, nor to licensed embalmers.

[illegible] BLOCKS.

Manufacturers of cement blocks, or pipe manufacturers, each, per [illegible] - $25.00

CEMENT--READY-MIXED.

Every person, firm or corporation dealing in Ready-Mixed cement shall pay a license tax of per annum - $25.00

CEREAL MANUFACTURERS.

Every person, firm, or corporation, manufacturing cereals, shall pay a license tax of, per annum - $25.00

CHAUTAUQUAS AND ENTERTAINMENTS--CHARITABLE.

Per week or part week - $20.00

All exhibitions or entertainments given for the sole benefit of religious, charitable or educational objects, shall be exempt from taxation.

Provided, that when operas, chautauquas, star courses, or theatrical troups, are employed, such as usually appear in licensed halls, then the tax shall be the same as that imposed on traveling theatrical companies performing in unlicensed halls.

Provided, further, that no tax shall be charged for any exhibition or entertainment for the sole benefit of religious, charitable or educational objects, and given in halls used at the time exclusively for such objects, nor for exhibitions given at city parks when no charges for admission are made.

CHAIN AND BRANCH STORES.

Every person, firm, or corporation, engaged in the business of operating or maintaining, under the same general management, supervision, or ownership, two or more stores or mercantile establishments in the State, where goods, wares and/or merchandise are sold, or offered for sale at retail, or wholesale, shall be deemed a branch or chain store operator. On each and every such store operated, a license tax shall be paid of, per annum - - - - - - - - - - - - $50.00

"Chain Store" further defined. The term "chain store" as used in this section shall include stores operated under separate charters of incorporation, if there is common ownership of a majority of stock in such separately incorporated companies, and/or if there is similarity of name of such separately incorporated companies, and/or if such separately incorporated companies have the benefit in whole or in part of group purchase of merchandise, or of common management. And in like manner the term "chain store" shall apply to any group of stores where a majority interest is owned by an individual or partnership.

CHEWING GUM, MANUFACTURER

Each, per annum - $15.00

CHEWING GUM, DEALERS IN.

See "Candy".

CHICKENS, DUCKS AND TURKEYS.

Every person, firm, or corporation, selling from their business establishment, any chickens, ducks, or turkeys under six weeks of age, shall pay a license tax of, per annum - $10.00

NOT PRORATED.

CHINA AND QUEENSWARE.

Every person, firm, or corporation, engaged in the business of selling china and queensware, shall pay a license tax per annum, as follows:

Where the principal business is from the sale of such articles - $25.00

Where the principal business is not from the sale of such articles - 5.00

CIGARS, CIGARETTES, AND TOBACCO--RETAILERS AND JOBBERS.

Every person, firm, or corporation, manufacturing cigars, cigarettes, chewing tobacco, smoking tobacco, snuff, or any other tobacco products, shall pay a license tax of, per annum - $10.00

Every person, firm, or corporation engaged in the business of retailing cigars, cigarettes, chewing tobacco, smoking tobacco, snuff, or any other tobacco products, shall pay a license tax of, per annum - - - - - - - - - - - $5.00

Every person, firm, or corporation, engaged in the business of retailing, wholesaling, and/or jobbing cigars, cigarettes, chewing tobacco, smoking tobacco, snuff, or any other tobacco products, shall pay a license tax of, per annum - $10.00

CIRCUSES.

Every person, firm, or corporation, engaged in the business of exhibiting performances, such as a circus, menagerie, wild west show, dog and/or pony show, or any other show, exhibition, or performance similar thereto, shall pay the following tax for each day or part thereof:

(a) Such shows and/or exhibitions traveling on railroads and requiring transportation of:

Not more than two cars	$15.00
Three to five cars, inclusive	22.50
Six to ten cars, inclusive	45.00
Eleven to twenty cars, inclusive	62.50
Twenty-one to thirty cars, inclusive	87.50
Thirty-one to fifty cars, inclusive	125.00
Over fifty cars	150.00

(b) Such shows and/or exhibitions traveling by automobiles, trucks or other vehicles, other than railroad cars, and requiring transportation by:

Not over two vehicles	$ 3.75
Three to five vehicles	5.00
Six to ten vehicles	7.50
Eleven to twenty vehicles	12.50
Twenty to thirty vehicles	22.50
Thirty to fifty vehicles	30.00
Fifty-one to seventy-five vehicles	37.50
Seventy-six to one hundred vehicles	50.00
Over One hundred vehicles, per vehicle in excess thereof	2.50

It is the intent of this subsection that every vehicle used in transporting circus property or personnel, whether owned by the circus or by others, shall be counted in computing the tax.

(c) Each side show, curiosity show, or other similar show, exhibiting on the same or contiguous lots with a circus, the tax shall be, per day or part of a day - $ 7.50

And each separate tent shall be regarded as a sideshow, and shall pay the license tax hereinbefore provided.

The payment of the foregoing tax shall permit only the exhibition known as the "sideshow", or in circus parlance, the "kid show". Before any permit for the licensing of any circus, menageries, wild west show, or dog and pony show will be given, an application must be made to the City Manager, which application must show the name and title of the circus or other exhibition, the manager thereof, the owner or operators of the same, and, if a corporation, the principal office or place of business, and the officers thereof, and the route of such circus or exhibition for the six days following any performance in Asheville; and if such route is not determined at the time of such application, it must be filed before giving any performance within the City; the number of cars, including "advance cars", the lot upon which the "big top", "cook house", stables, and other tents and equipment will be placed; whether a parade will be given or not; the articles of merchandise to be vended, and the retail price thereof; which application must be sworn to and subscribed before an officer authorized to administer an oath; provided, further, that the tax shall be based on the report of the State Treasurer or an actual count of cars by the Director of Finance and the payment of a license on the main and sideshows shall not authorize or permit the operation or the sale of any admission, soft drinks, or other merchandise without payment of the tax specifically designated herein upon such sales, and the sale of any and all foodstuffs shall be under the supervision of the Health and Sanitary Departments, and all ordinances regulating the handling of food shall apply to sales by any circus, their servants, agents, employees, or concessionaries.

Provided, further, that a cash deposit of fifty ($50.00) dollars will be required from each circus or exhibition before "setting up" on lot, to defray the expenses of the Sanitary Department for cleaning up the lot used. The actual cost of such cleaning will be charged and refund will be made in the event of any surplus. A deposit to cover cost of water used from the city shall be required in accordance with the size of the circus.

"AIV OF COLLECTION AGENCIES.

Every person, firm, corporation or association engaged in the business of operating a collection agency for the purpose of collecting accounts, bills, notes, or any other indebtedness from one person, firm or corporation in favor of another, shall pay a license tax of, per annum - - - - - - - - - - - - -$20.00

Provided, that this section shall not apply to a regularly licensed practicing attorney-at-law.

CLEANING AND PRESSING ESTABLISHMENTS.

See "Pressing Clubs".

CLEANERS OR DYERS OF HATS.

See "Pressing Clubs".

CLOTHING MERCHANTS.

Men's and Boys' Apparel.

Every person, firm, or corporation selling men's and boys' apparel at retail, shall pay the following graduated license tax based on the annual gross receipts:

Less than $2,000 annually	$ 5.00
2,000 and less than 5,000	10.00
5,000 and less than 10,000	15.00
10,000 and less than 15,000	20.00
15,000 and less than 25,000	25.00
25,000 and less than 35,000	30.00
35,000 and less than 50,000	40.00
50,000 and less than 75,000	50.00
75,000 and over	75.00

CLOTHING MERCHANTS.

Women's, Misses' and Girls' Apparel.

Every person, firm, or corporation selling women's, misses' and girls' apparel at retail, shall pay the following graduated license tax based on the annual gross receipts:

Less than $2,000 annually	$ 5.00
2,000 and less than 5,000	10.00
5,000 and less than 10,000	15.00
10,000 and less than 15,000	20.00
15,000 and less than 25,000	25.00
25,000 and less than 35,000	30.00
35,000 and less than 50,000	40.00
50,000 and less than 75,000	50.00
75,000 and over	75.00

L THING--SECOND-HAND.

Dealers in second-hand clothing shall pay a license tax of, per annum - $25.00

Provided, that all such dealers shall secure a permit from the Health Officer

COAL AND COKE DEALERS.

(a) WHOLESALE: Every person, firm, or corporation, either as agent or principal, engaged in and conducting the business of selling coal or coke in carload lots, or in greater quantities, shall be deemed a wholesale dealer, and shall pay a license tax of, per annum - - - - - - - - - - - - - - - - - - - $75.00

PROVIDED, that if such wholesale dealer shall also sell coal or coke, in less than carload lots, he shall not be subject to the retailers' license as provided in sub-section (b) hereof.

(b) RETAIL: Every person, firm or corporation, either as agent or principal, engaged in and conducting the business of selling or delivering coal or coke at retail within the corporate limits of the City of Asheville, shall pay a license tax of, per annum - $75.00

PROVIDED, however, that dealers or peddlers in coal who sell in quantities of five hundred pounds or less, shall pay per annum - - - - - - - - $25.00

Those who sell in quantities of 100 pounds or less shall pay, per annum - $5.00

[illegible]

[illegible], CLOTHING MERCHANTS

[illegible] Broker

[illegible]

[illegible], Coffins, Dealers In

[illegible]

Every person, firm or corporation, engaged in operating one or more [illegible] machines, shall pay a privilege tax of, per annum - - - - - - - - - - $25.00

[illegible] A-X TIN--DEALERS IN.

See "Caskets, Coffins, Dealers In"

[illegible] COLD STORAGE WAREHOUSES.

On each person, firm or corporation operating a warehouse where cold storage is furnished for any purpose, a license shall be paid, per annum - -$125.00

Where this tax is paid no other warehouse tax shall be paid.

[illegible] AGENTS.

Each, per annum -$25.00

COMMISSION BUYERS AND SELLERS.

Every person, firm or corporation, who or which engages in the business of buying and/or selling on commission any cotton, grain, provisions, or other commodities, either for actual, spot, or instant delivery, shall pay a license tax of, per annum - $50.00

CONTRACTORS AND CONSTRUCTION COMPANIES.

(a) Every person, firm or corporation who, for a fixed price, commission, fee, or wage, offers or bids to construct within the City of Asheville any building, highway, street, sidewalk, bridge, culvert, sewer, water or drainage system, electric or steam railway, reservoir, or dam hydraulic or power plant, transmission line or tower, excavation, or grading or other improvement of structure, or any part thereof, shall pay a license tax of, per annum - - -

to licensed drug stores or licensed dentists.

DENTISTS.

Exempt by State Statutes.

DETECTIVE AGENCIES.

Each, per annum - $20.00
Each employee of any agency, per annum - - - - - - - - - - - - - - - - 5.00

DEVICES, TRADING STAMPS, ETC.

On every person, firm, or corporation, engaged in the business of issuing, selling, and/or delivering trading stamps or checks, receipts, certificates, tokens or other similar devices, to persons engaged in trade or business with the understanding or agreement expressed or implied that the same shall be presented or given by the latter to their patrons as a discount, bonus premium or as an inducement to secure trade or patronage, and that the person, firm or corporation, selling and/or delivering the same will give the persons presenting or promising the same, money or thing of value, or any commission or preference in any way on account of possession or presentation thereof, license tax of, per annum - $200.00

(a) This section shall not be construed to apply to a manufacturer or to a merchant who sells the goods, wares, or merchandise of such manufacturer offering to present to the purchaser or customer a gift of certain value as an inducement to purchase such goods, wares or merchandise.

DIRECTORIES.

Every person, firm or corporation, compiling, selling, or delivering city directories, shall pay a license tax of, per annum - - - - - - - - - - $25.00

~~DOGS. (THREE MONTHS OLD OR OVER).~~

~~Each, per annum (male and spaded female) - - - - - - - - - - - - $1.00~~
~~Each, per annum (female) - 2.50~~
~~Duplicate tags each - .10~~

~~All dogs running at large in a public place between May 1st and October 1st shall be muzzled or on a leash.~~

~~PROVIDED, that any dog caught on the streets of the City of Asheville, without a City license, shall be impounded and an impounding fee of $1.00 shall be paid, in addition to the license as prescribed in this ordinance, and if the dog is not called for within five days, the owner shall have no claim on said dog.~~

~~If the licenses on dogs are not paid within five days from date of notice, the owner will be subject to a summons to the Police Court of the City of Asheville.~~

~~The City Tax Office, upon positive identification of a dog biting any person, shall notify the owner to confine said dog at a licensed veterinarian for 21 days, at the owner's expense.~~

~~Seven dogs or more, see "Kennels".~~

~~NOT PRORATED.~~

DOUGHNUTS

All Brown Bobby or doughnut machines, each, per annum - - - - $10.00

DRIVE-IN LUNCHES.

See "Restaurants".

DRY GOODS AND/OR NOTIONS AT WHOLESALE.

Every person, firm or corporation selling dry goods, and/or notions, at wholesale, shall pay a license tax of, per annum - - - - - - - - - - - $25.00

DYERS.

See "Pressing Clubs".

"E"

EGGS

See "Poultry and Eggs".

ELECTRICAL ENGINEERS.

Exempt by State Statutes.

ELECTRICAL EQUIPMENT, FIXTURES OR SUPPLIES.

Every person, firm or corporation, selling or distributing any electrical equipment, supplies, or fixtures, where the principal business done is electrical equipment, fixtures, or supplies, shall pay a license tax of, per annum - $25.00

Where the principal business done is not from the sale of electrical equipment, fixtures, or supplies, a tax of, per annum - - - - - - - - - - $10.00

ELECTRICAL CONTRACTORS, PLUMBERS, STEAM AND GAS FITTERS.

See "Contractors".

ELECTRIC LIGHT COMPANIES.

On every electric light company, power company, gas company, or street railway company, doing business or having an office within the City, an annual license tax of one per cent on the gross receipts of its said business shall be paid.

ELECTRIC SIGNS.

Every person, firm, or corporation, selling, erecting, repairing, making, or distributing electric signs, shall pay a license tax of, per annum - $25.00

ELEVATORS AND/OR SPRINKLER SYSTEMS.

Every person, firm or corporation engaged in the business of selling or installing elevators or automatic sprinkler systems shall apply for and procure an annual license for the transaction of such business and shall pay for such license tax of - $50.00

Provided, every person, firm, or corporation engaged in the business of repairing or servicing elevators or automatic sprinklers shall pay an annual license tax of - $25.00

Provided, however, that this tax shall not be collected unless such person, firm, or corporation maintains an established place of business in the city.

EMBALMERS.

Exempt by State Statutes.

EMPLOYMENT AGENTS AND AGENCIES.

(a) Emigrant Agents: Every emigrant agent or person engaged in the business of procuring laborers for employment outside of Buncombe County, shall pay a license tax of, per annum - - - - - - - - - - - - - - - - - - - $100.00

Provided, that such tax shall not apply to any resident person for taking laborers to some place outside of Buncombe County for the purpose of using them for his own employment.

(b) Employment Agencies: Every person engaged in the business of operating any agency for employing cooks, house servants, office help, teachers, laborers, or persons for any employment whatsoever, and making a charge for the services rendered, and shall pay a license tax of, per annum - $25.0 0

NOT PRORATED.

ENGINEERS, CIVIL.

Exempt by State Statutes.

ENGRAVING OR LITHOGRAPHING ESTABLISHMENTS OR SHOPS.

Each, per annum - $25.00

ENTERTAINMENTS, OPERAS, CHAUTAUQUAS, STAR COURSES OR THEATRICAL TROUPES.

Such as usually appear in licensed halls, tents, or theatres, employed by or for charitable, religious, benevolent, or educational purposes, shall pay a license tax of, for each day or part of day's exhibition, or performance - $25.00

Provided, however, that if such chautauquas, operas, star course, theatrical troupe, or entertainment, shall contain a State license tax, as provided under Section 103, Sub-section C of the 1939 Revenue Act, as amended, shall pay a license tax of, for each week or part thereof - - - - - - - - - - - - $20.00

EXPLOSIVES.

Every person, firm or corporation, selling and/or distributing dynamite, powder, or other explosives, shall pay a license tax of, per annum - $25.00

License issued subject to special ordinance regulating Explosives.

EXPRESS COMPANIES.

(a) Every person, firm or corporation, domestic or foreign, engaged in the business of an express company, as defined in the 1939 Revenue Act, as amended, shall pay for the privilege of doing such business within the municipal limits, a license tax of, per annum - $75.00

Provided, when this license is paid the license tax under Trucks in Section "B" is not collectible.

(b) Every person, firm or corporation, hauling or delivering express within the corporate limits of the City of Asheville, shall pay an annual license tax as follows:

On each motor vehicle of one ton capacity or less - - - - - - $25.00
On each motor vehicle of more than one ton capacity and not more than two - 35.00
On each motor vehicle over two ton capacity - - - - - - - - - - 50.00

EXHIBITIONS OR EXHIBITS NOT SPECIFICALLY TAXED HEREIN.

Per day - $7.50
Per week - 35.00

"F"

FACTORIES, BARREL, CRATE, BASKET.

See "Barrel Factories".

FACTORIES, BOX.

See "Box Factories".

FARM PRODUCTS.

See "Fruits and Produce".

FEATHER RENOVATORS.

Each, per annum - $25.00

FERRIS WHEELS.

See "Riding Devices".

FERTILIZER DEALERS.

Every person, firm or corporation or their agents selling, delivering or distributing fertilizer or plant food, shall pay a license tax of each, per annum - - - - - - - - - - - - - - - - - - -

FRUITS AND PRODUCE—WHOLESALE.

(a) Every person, firm or corporation, who maintains a permanent place of business for the purpose of selling at wholesale, fresh fruits, vegetables, and produce, in the City of Asheville, shall pay a license tax of, per annum -$50.00

This tax shall not apply to farmers selling or offering for sale fresh fruits, vegetables, or farm products grown by seller.

The annual city license tax must be applied for and secured in advance before offering any of the above products for sale in the City of Asheville. This license cannot be prorated.

FUEL OIL

Every person, firm, or corporation, engaged in the business of selling fuel oil at wholesale or retail, shall pay a license tax of, per annum - $25.00

FUR CLOTHING DEALERS.

(a) Every person, firm or corporation, selling either fur coats, chokers, fur scarfs, or other articles made in whole or in part out of fur, where 75 per cent of the gross sales or stock of merchandise carried consists of fur articles, shall pay a license tax of, per annum - - - - - - - - $50.00

(b) Every person, firm or corporation, engaged in the business of remodeling, repairing, or storing furs, employing two helpers or less, per annum - - - - - - - - - - - - - - - - - - -

Provided, however, before any person, firm or corporation, who or which sells or offers for sale any fruits or farm produce upon any street, sidewalk or alley, or from any railroad car, such person shall apply to the tax collector of the City of Asheville for a peddling permit, filing affidavits, sworn to and subscribed before a person authorized to administer oaths by the laws of the State of North Carolina, swearing to the fact that all farm products to be sold during the tax year have or will be grown on premises owned or occupied by the person, firm or corporation, his or its bona-fide agent or employee selling the same, with description and location of the premises on which such farm produce or fruits has been grown or will be grown, mail address, and any other information which may be required from such person with reference to such raising or selling of the same. And, if entitled to sell such farm produce without the payment of a license tax herein provided, the tax collector shall issue a permit for such sales and, if liable, such permit shall not be issued until the tax prescribed herein shall have been paid in full. City employees are prohibited from notarizing any affidavit.

(d) The provisions of this section shall not apply to any person, firm or corporation who or which sells or offers for sale books, periodicals, printed music, ice, coal, wood for fuel, fish, beef, mutton, pork, bread, cakes, pies, products of the dairy, or articles of their own manufacture, but shall apply to medicine, drugs, or articles assembled.

Provided, the exceptions contained in this section shall not allow or permit the sale or barter of any article of merchandise of any kind which is now prohibited or regulated by any other ordinance of the City of Asheville.

(e) Exceptions: Whenever the Board of Commissioners of Buncombe County, upon proper application, exempts from the provisions of this section Confederate soldiers, disabled veterans of the Spanish-American War, disabled soldiers of the World War, who have been bona-fide residents of the State for twelve or more months continually, and the blind, who have been bona-fide residents of the State for twelve or more months, continually, widows with children, and such persons present to the collector of special license taxes of the City of Asheville a certified copy of such exemptions by said Board of County Commissioners, and such certificate shall entitle the holder thereof to peddle within the limits of said County without the payment of any license

tax to the City, such persons shall be entitled to peddle within the corporate limits of the City of Asheville by reason of such exemptions; provided, however, that such exemption relieves only the holder thereof of the payment of the license tax herein imposed on persons not exempted, but all other ordinances of the City of Asheville, with reference to the sale of goods, wares and merchandise, shall apply to the persons so exempted.

Z ... RATED.

... , SIDEWALKS, SEWERS OR STORM SEWERS.

See "Contractors and Construction Companies".

... , PHONOGRAPHS, OR TALKING MACHINES.

See "Pianos, Pianos, and Phonographs".

...

See "Building Materials".

... Sale, per annum - $25.00

... Each, per annum - $10.00

... TELLERS

... gypsies or strolling bands and persons living in wagons, tents or ... pretending to tell fortunes, each, per annum - - - - - - - $1,000.00

... gypsies or strolling bands and persons living in tents or other... horses or other things of value and pretending to tell fortunes, ... per annum - $1,000.00

... persons other than gypsies receiving rewards for pretending to ... fortunes, each, per annum - - - - - - - - - - - - - - - - - - - $1,000.00

"H"

...S DRESSING

See "Barber Shops, etc."

HARDWARE DEALERS

Every person, firm or corporation engaged in the business of selling hardware, shall pay a license tax, per annum, as follows:

Where the principal business is derived from the sale of hardware - $25.00

Where the principal business is not derived from the sale of hardware - $5.00

HARNESS OR SHOE REPAIRERS OR MANUFACTURERS.

Each itinerant -	$100.00
Each resident employing no workmen - - - - - - - - - - - - - - -	5.00
Each resident employing one workman - - - - - - - - - - - - - -	7.00
Each resident, employing two workmen - - - - - - - - - - - - - -	9.00
Each resident, employing three workmen - - - - - - - - - - - - -	15.00
Each resident employing four workmen - - - - - - - - - - - - - -	24.00
Each resident employing five or more workmen - - - - - - - - - -	35.00

HAT CLEANERS OR DYERS.

See "Pressing Clubs".

HATCHERY.

Every person, firm or corporation engaged in the business of operating

a chicken hatchery, shall pay a license tax of, per annum - - - - - - - - $25.00

HATS.

See "Millinery".

HEALING--PROFESSIONAL ART.

Exempt by State Statutes.

HIDE DEALERS.

Each, per annum - $100.00

HORSES, MULES, AND PONIES--DEALERS IN.

Every person, firm or corporation, engaged in the business of buying and selling horses and/or mules and/or ponies, shall pay a license of, per annum - $12.50

HOSPITAL SUPPLIES--DEALERS IN.

Every person, firm or corporation engaged in the business of selling or distributing hospital supplies shall pay a license tax of, per annum - $40.00

Provided, however, the tax shall not be collected from persons, firms or corporations operating a drug store.

HOTELS.

Every person, firm or corporation engaged in the operation of any hotel, shall pay the following tax, per annum:

(a) American Plan: For hotels operating on the American Plan for rooms in which rates per day are:

Less than $2.00 -	$ .30
2.00 and less than 3.00 - - - - - - - - - - - - - - - - - - -	.45
3.00 and less than 4.50 - - - - - - - - - - - - - - - - - - -	.90
4.50 and less than 6.00 - - - - - - - - - - - - - - - - - - -	2.10
6.00 and less than 7.50 - - - - - - - - - - - - - - - - - - -	2.70
7.50 and less than 15.00 - - - - - - - - - - - - - - - - - - -	3.00
Over 15.00 -	3.60

(b) European Plan: For hotels operating on the European Plan, for rooms in which rates per day are:

Less than $2.00 -	$ .60
2.00 and less than 3.00 - - - - - - - - - - - - - - - - - - -	1.50
3.00 and less than 4.50 - - - - - - - - - - - - - - - - - - -	2.25
4.50 and less than 6.00 - - - - - - - - - - - - - - - - - - -	2.75
6.00 and less than 7.50 - - - - - - - - - - - - - - - - - - -	3.25
7.50 and less than 10.00 - - - - - - - - - - - - - - - - - - -	3.75
Over 10.00 -	4.25

Provided, however, the office, dining room, parlor, kitchen and two other rooms shall not be counted when calculating the number of rooms in the hotel.

HOTEL AND RESTAURANT EQUIPMENT--DEALING IN.

Every person, firm or corporation engaged in the business of selling or distributing equipment for hotels or restaurants, whether for the culinary or other departments, shall pay a license tax of, per annum - - - - - - - $50.00

HOUSE MOVING, WRECKING HOUSES OR OTHER STRUCTURES.

Every person, firm or corporation engaged in the business of moving, demolishing, or wrecking houses or other structures, shall pay a license tax of, per annum -$25.00

Provided, however, when this license is paid, license under second-hand building material is not collectible.

HYPNOTISTS.

Prohibited.

ICE CREAM--ITINERANTS SELLING.

See "Balloons".

ICE CREAM--RETAIL MANUFACTURER OR WHOLESALE DEALERS.

(a) Each retail dealer, per annum - - - - - - - - - - - - - - - - - - -$2.50

PROVIDED, that a retail tax shall not be collected from restaurants or drug stores who have paid the prescribed tax.

(b) Every person, firm or corporation engaged in the business of manufacturing or distributing ice cream at wholesale, shall pay a tax of one-eighth (1/8) of a cent for each gallon manufactured, sold, and/or distributed. Reports shall be made to the Director of Finance on such form as he may approve on the 1st day of December and 31st day of May of each tax year, covering all such gross sales during the six months' period, said tax of one-eighth (1/8) of a cent per gallon, shall be paid within and at the time of making said reports. For the purpose of this section, the words "ice cream" shall apply to ice cream, frozen custards, sherbets, water ices and/or similar frozen products.

(c) Ice cream peddlers, shall pay a license tax of, per annum -$25.00

License issued, subject to approval and supervision of the Health Department and before party making application can be granted a license, it will be necessary to have a written statement from the Health Officer that the proposed method of handling ice cream is approved by him.

For the purpose of this section, "ice cream", shall apply to ice cream, frozen custards, sherbets, water ice, and/or similar frozen products.

ICE DELIVERY OR ICE

Every person, firm or corporation selling and/or delivering ice which has been purchased from a manufacturer who has paid the ice manufacturer's license, the tax shall be on each vehicle, per annum - - - - - - - - - - - -$10.00

Every person, firm or corporation selling and/or delivering ice which has been purchased from a manufacturer who has not paid the ice manufacturer's license, the tax shall be per vehicle, per annum - - - - - - - -$50.00

PROVIDED, however, that this shall not apply to persons, firms or corporations, who pay the license tax under "Ice Manufacturers or Dealers".

ICE DEPOTS

To each retail depot with electric refrigeration, a license tax shall be paid for, per annum - $25.00

To each retail depot without electric refrigeration, a license tax shall be paid for, per annum - $12.50

ICE MANUFACTURERS OR DEALERS

Any person, firm or corporation, manufacturing ice, shall pay a license tax of, per annum - $150.00

PROVIDED, that where the manufacturing plant is outside of the City but the business is selling and delivering within the City, shall pay a license tax of, per annum - $150.00

NOT PRORATED

IMPLEMENTS

See "Agricultural Implements and Machinery".

INSURANCE AGENTS

Exempt by State Statutes.

INSURANCE FIRE COMPANIES.

Exempt by State Statutes.

INSURANCE FIRE ADJUSTERS.

Exempt by State Statutes.

INSURANCE--FRATERNAL ORDERS.

Exempt by State Statutes.

INSURANCE--TITLE.

See "Title Insurance".

INTERIOR DECORATING AND WALL-PAPER HANGING.

Every person, firm or corporation engaged in the business of paper-hanging, or engaged in the business of interior decorating, shall pay a license tax as follows:

Wall-paper hanging, per annum - - - - - - - - - - - - - - - -$10.00
Interior decorating, per annum - - - - - - - - - - - - - - - 10.00
Interior decorating does not include painting or wall-paper hanging.

"J"

JEWELRY.

Every person, firm or corporation operating a jewelry store, or shop, or selling plated and silverware, shall pay a license tax of, per annum - $45.00

Every person, firm or corporation having a jewelry department, selling plated or silverware or what is commonly known as costume or ornamental jewelry and not engaged principally in the sale of jewelry, shall pay a license tax of, per annum - $10.00

JEWELRY STANDS.

Every person, firm or corporation making key rings, tags, etc., in any place other than a building for such purposes, shall pay a license tax of, per annum - $10.00

NOT PRORATED.

PROVIDED, that no person shall be allowed to make jewelry, key rings, tags and trinkets upon public property or on the streets, sidewalks, or alleyways of the City.

JEWELRY REPAIR SHOPS--OR WATCHMAKERS.

Every person, firm or corporation operating a jewelry or watch repair shop shall pay a license tax of, per annum - - - - - - - - - - - - -$5.00

PROVIDED, that where a jewelry shop or store pays a jewelry tax, no tax shall be collected hereunder.

JUNK DEALERS.

Every person, firm, or corporation engaged in the business of buying and/or selling or dealing in what is commonly known as junk, including scrap metals, glass, waste paper, waste burlap, waste cloth and cordage of every nature, kind and description, shall apply for and obtain a license for the privilege of engaging in such business and shall pay for such license an annual tax for each location where such business is carried on - - - - - - -$62.50

Any person, firm or corporation desiring a license hereunder, must first make application in person to the City Manager, and will be required to furnish justified bond in the sum of $1,000.00 conditioned according to the City Ordinance applicable thereto.

"K"

KENNELS, DOG.

Every person, firm or corporation buying, selling or offering for sale dogs or puppies shall pay a license tax of, per annum - - - - - - -$50.00

The keeping of seven or more dogs on the same premises, shall constitute the keeping of a kennel.

KNIFE OR CANE RACKS.

See "Cane Knives".

KNIVES.

See "Bowie Knives".

KNUCKLES, BRASS.

See "Bowie Knives".

KODAKS.

See "Cameras".

"L"

LABOR AGENTS, EMIGRATION.

(a) Every person, firm or corporation, either as agent or principal, engaged in soliciting, hiring, and/or contracting with laborers, male or female, in this State, for employment out of the State, shall pay a license tax of, per annum - $100.00

(b) Every person, firm or corporation, who or which engages in the business of securing employment for a person or persons and charging therefor a fee, commission, or other compensation, shall pay a license tax of, per annum - $100.00

PROVIDED, however, that this section shall not apply to any employment agency operated by the Federal Government, the State, or any County or Municipality whose sole business is procuring employees for work in the harvesting of farm crops within the State of North Carolina.

LAUNDRIES.

Every person, firm or corporation engaged in the business of operating a laundry, including wet and/or damp wash laundries, where steam, electricity, or other power is used, also including renting towels and other linens, shall pay a license tax of, per annum - - - - - - - - - - - - - - - - - - - $62.50

PROVIDED, that any laundry, known as launderette, laundromat, launderall and similar types of business herein referred to, where the work is performed by home-size machines only, and where not more than 12 persons are employed including the owner, shall pay a license tax of, per annum - - - - $31.25

PROVIDED, that any laundry or other concern doing a gross volume of business of less than $100.00 per month, shall pay a license tax of, per annum - $25.00

PROVIDED, also, that this section shall not apply to washerwomen.

Every person, firm, or corporation operating what is commonly called a cash and carry office receiving laundry and/or cleaning and pressing shall pay a tax of, per annum - $10.00

LAUNDRY AGENCIES.

Every person, firm or corporation engaged in the business of operating a laundry outside of Asheville, and soliciting laundry business within the City of Asheville through agents, shall pay a license tax of, per annum - $12.50

LAWYERS.

Exempt by State Statutes.

LEASING OR SELLING FILMS.

Exempt by State Statutes.

LECTURES, PROFESSIONAL.

Each lecture where admission is charged, except where solely for charitable, religious, or educational purposes - - - - - - - - - - - - - - - - $50.00

LEMONADE--ITINERANT.

See "Balloons".

LEMONADE STANDS.

On public occasions, same as "Soft Drink Stands".

LIFTING MACHINES, BLOWING MACHINES.

Each, per day - $50.00

LIGHTNING ROD AGENTS.

Each lightning rod dealer having a general office, or selling from a receiving point, shall pay a license tax of, per annum - - - - - - - - - - - $10.00

LINEN SERVICE.

Every person, firm or corporation renting or placing towels or other linen for a rental or on a fee basis, shall pay a license tax of, per annum - $40.00

LINEN SHOPS.

Every person, firm, or corporation engaged in business where the principal items sold are linens, shall pay a license tax of, per annum - $25.00

LIVERY STABLES.

On every person, firm or corporation, who keeps horses or mules to hire or let, with or without vehicles, or run a hitch and feed stable, a license tax shall be paid of, per annum - $10.00

LOAN AGENTS OR BROKERS.

Every person, firm or corporation engaged in the regular business of making loans or lending money, and accepting liens on, or contracts of assignment of, salaries or wages or any part thereof, or other security or evidence of debt for repayment of such loans in installment payments or otherwise, maintaining in connection with same any office or other located or established place for the conduct, negotiation, or transaction of such business, and or advertising or soliciting such business in any manner whatsoever, shall be deemed a loan agency, and shall pay a license tax of, per annum - - $100.00

PROVIDED, that this shall not be construed to apply to banks, industrial banks, trust companies, building and loan associations, nor installment paper dealers as defined in Section 152 of the Revenue Act of 1953. It shall apply to those persons or concerns operating, or commonly known as loan companies or finance companies, and whose business is as hereinbefore described, and those persons, firms or corporations pursuing the business of lending money and taking as security for the payment of such loan and interest an assignment of wages, or an assignment of wages with power of attorney to collect same, or other order of chattel mortgage or bill of sale upon household or kitchen furniture.

Every person, firm or corporation engaged in the business of leasing, renting, or letting on shares or placing on location within the City, any cigarette vending machine, shall pay an annual operator's tax of - - - - - - - $10.00

PROVIDED, however, that the retailer's tobacco license on each machine unless such machine is placed or located wherein a retail tobacco license has been secured, is liable for the tobacco license.

~~Every person, firm or corporation engaged in operating or placing on location any 10 cent vending machines shall apply for and obtain City Privilege License for each and every machine and shall pay for each license tax, per annum - $2.05~~

PROVIDED, however, that this section shall not apply to machines owned and operated by any retail merchant in his own place of business for

delivering merchandise of the market value of the coin deposited; nor shall it apply to slot machines from which drinking cups are delivered at not more than one cent per cup.

The operator or owner of each and every slot machine or slot lock shall [illegible] a label that is issued with the license, same to be pasted on each [illegible].

Any slot machine being operated without being properly licensed, shall [illegible] seized and/or sealed by the Tax Collecting Authorities and same shall [illegible] released until said tax is paid, and a penalty of Two Dollars ($2.00) for each machine so confiscated or sealed. Any person breaking a seal and [illegible] machine after same has been sealed, shall be liable to a penalty [illegible] for each offense.

[illegible] and "Machinery".

[illegible] - - - - - - - - - - - - - - - - - - -

METAL BROKERS AND DEALERS.

Every person, firm, or corporation buying and selling, either as agent or principal, old metal, old brass, lead and any other metal, shall pay a license tax of, per annum - $150.00

METAL WORKING ESTABLISHMENTS OR TIN SHOPS.

See "Contractors and Construction Companies".

METALLIC CARTRIDGES.

See "Pistols".

METALLIC, BRASS, OR IRON KNUCKLES.

See "Bowie Knives".

MILK PASTEURIZERS AND CREAMERIES

See "Creameries and Dairies".

[illegible]

Every person, firm or corporation selling or distributing mill or [illegible] supplies, shall pay a license tax of, per annum - - - - - - - - - $100.00

[illegible]

[illegible] person, firm or corporation selling millinery, shall pay [illegible] - - - - - - - - - - - - - - - - - - -

OPTICAL SUPPLIES

Every person, firm or corporation selling optical goods or supplies at wholesale, shall pay a license tax of, per annum - - - - - - - - - - $150.00

At retail, per annum - $50.00

PROVIDED, however, that the foregoing tax shall not be collected from licensed practicing physicians, optometrists, or oculists.

[illegible] ness of selling, [illegible] after enumerated, [illegible] special license tax.

[illegible] accessories, vic[illegible]s, and/or the sale o[illegible] - $5.00

[illegible] sale of piano[illegible], or other instru[illegible] for either [illegible]

[illegible] the sale or [illegible] or more of their [illegible], shall pay a license tax of, [illegible] - $

[illegible] 20[illegible] items is paper

[illegible] exempt [illegible]

PHOTOSTAT DEALERS.

Every person, firm or corporation making photostatic reproductions or engaged in the business of making photostatic copies for sale, shall pay a license tax of, per annum - $25.00

PHRENOLOGISTS.

PROHIBITED.

PHYSICIANS.

Exempt by State Statutes.

PIANO OR ORGAN REPAIRERS OR TUNERS.

See "Organ Repairers or Tuners".

PICTURE MACHINES--ADVERTISING BY USE OF.

See "Advertising by Use of Picture Machines".

PICTURES, MOVING.

See "Moving Pictures".

PICTURES, TRAVELING, MOVING, TRAVELING THEATRICAL, VAUDEVILLE, OR TRAVELING MINSTREL SHOWS.

Every person, firm or corporation, engaged in the business of a traveling theatrical, traveling moving picture, and/or traveling vaudeville company, giving exhibitions or performances in any hall, tent, or other place not duly licensed as a theatre, moving picture or vaudeville house, for the privilege of engaging in such business shall pay a license tax of $25.00 for each day or part of a day's exhibits or performances.

PROVIDED, that:

(a) Artists, exhibiting paintings or statuary work of their own hands, shall only pay - $2.00

(b) Such places of amusement that do not charge more than a total of fifty cents (50¢) for admission at the door, including reserved seat, and shall perform or exhibit continuously in any given place as much as one week, shall be required to pay $25.00 per week or part of week.

PROVIDED, however, where such amusement company holds an annual state-wide license, as provided under Section 103 of the 1939 Revenue Act, as amended, such company shall pay $10.00 per week, or part of week, provided such places of amusement do not charge more than a total of 50¢ (fifty cents) for admission at the door as provided for in sub-section B of this section.

(c) The owner of the hall, tent or other place where such amusements are exhibited or performances held shall be liable for the tax.

Application for permit [illegible] bit must be made in the same manner as herein required of a circus, a [illegible] performance shall be given and no permit is granted.

PIPE OR CEMENT BLOCKS

See "Cement Blocks".

PISTOLS

Every person, firm or corporation who is engaged in the business of keeping in stock, selling, and/or offering for sale any of the articles or commodities hereinafter enumerated, shall pay the following tax, per annum:

(a) For pistols - $50.00
(b) For bowie knives, dirks, daggers, sling-shots, loaded canes, iron or metallic knuckles, or articles of like kind - - - - - - - - - - $200.00
(c) Blank cartridge pistols - 200.00

PROVIDED, however, that if such person, firm or corporation deals only in metallic cartridges, the tax shall be, per annum - - - - - - - - - $5.00

PLANTS AND BULBS AND EVERGREENS.

See "Seeds and Plants".

PLUMBING CONTRACTORS.

See "Contractors".

PLUMBING SUPPLIES.

Every person, firm or corporation selling plumbing supplies, fixtures and/or equipment shall pay a license tax of, per annum (wholesale) - - - - - - - - - - - - - - - - $100.00

Every person, firm or corporation selling plumbing supplies at retail, shall pay a license tax of, per annum - - - - - - - - - $50.00

PROVIDED, however, where the above license is paid, then the contractor's license shall not be required.

POLES, CROSS-TIES, OR SIMILAR ARTICLES.

See "Buying and Shipping Of".

PONY AND DOG SHOWS.

See "Circuses".

POOL ROOMS.

See "Billiards".

POULTRY--EGGS.

Every person, firm or corporation buying or selling poultry or eggs, at wholesale, shall pay a license tax of, per annum - - - - - - - - - $20.00

Where poultry and eggs are sold, at wholesale - - - - - - - - - 30.00

POWER, GAS AND ELECTRIC LIGHT COMPANIES.

See "Electric Light Companies".

PRESSING CLUBS, DRY CLEANING PLANTS, AND HAT BLOCKERS.

Every person, firm or corporation engaged in the business of pressing and/or dry cleaning any article of clothing, re-shaping, cleaning and/or blocking any hats, shall pay a license tax of, per annum, as follows:

(a) Where not more than three [illegible] - - - - - $[illegible]
(b) Where more than three [illegible]
per [illegible] employed - - - - - - - - - - - - - - - - - - -

QUARRY ROCK

(a) On each rock quarry, a license tax shall be paid of, per annum - $50.00

(b) Every person, firm or corporation, selling, hauling or delivering rock quarry products in the City of Asheville, not having paid the tax under sub-section (a), and not having a quarry within the City of Asheville, shall pay the following tax:

On each truck of two-ton capacity or less, per annum - - - - $25.00
On each truck of more than two-ton capacity, per annum - - - 50.00

QUEENSWARE AND CHINA.

See "China and Queensware".

"R"

RACKS FOR KNIVES OR CANES

See "Cane Racks"

RADIO INSTRUMENTS OR RADIO INSTRUMENT ACCESSORIES.

See "Organs", etc.

REAL ESTATE AUCTIONEERS

See "Auctioneers"

RELIGIOUS ENTERTAINMENTS

See "Charitable Entertainments".

REPAIR SHOPS.

Any repair shop operating in the City of Asheville, by whatsoever name called, not elsewhere specifically licensed or taxed in this ordinance, shall pay an annual license tax as follows:

Working one workman - $5.00
Working one or three workmen - 10.00
Working three workmen or more - 15.00

REPAIR SHOPS--CABINET

See "Cabinet Repair Shops".

REPAIR SHOPS--CARRIAGE.

See "Carriage Repair Shops".

REPAIRING OF MANUFACTURING HARNESS OR SHOES

See "Harness or Shoe Repairers".

REPAIRERS OF TUNERS OF ORGANS OR PIANOS.

See "Organ Tuners".

RESTAURANTS, LUNCH ROOMS, HOTEL DINING ROOMS, OR DRUG STORES.

(a) Every person, firm or corporation engaged in the business of operating a restaurant, cafe, cafeteria, hotel with dining service on the European plan, drug store, or other place where prepared food is sold, shall pay an annual license tax based on the number of persons provided for with chairs, stools, or benches, and shall be 50¢ per seat, with a minimum tax of - - - - - - - - - - - - - - - - - - -

SEWER PIPE.

Every person, firm or corporation selling sewer pipe, shall pay a license tax of, per annum -$50.00

No tax collected hereunder where building material tax is collected or where electrical contractor, plumber, steam and gas fitter tax is collected.

See "Electrical Contractors", etc.

SHADES & VENETIAN BLINDS.

Every person, firm or corporation engaged principally in the business of selling, erecting, cleaning and/or repairing venetian blinds or window shades shall pay a license tax of, per annum - - - - - - - - - - - - -$25.00

(a) Where only cleaning and/or repairing is done the tax shall be, per annum - $10.00

(b) Where the principal business is not the sale of venetian blinds or window shades, the tax shall be, per annum - - - - - - - - - - - - - - - $5.00

PROVIDED, however, where furniture store license has been paid the above license taxes shall not apply.

NOT PRORATED.

SHOE OR HARNESS MANUFACTURERS OR REPAIRS

See "Harness Manufacturers".

SHOE SHINE PARLORS.

See "Bootblack stands".

SHOE MERCHANTS.

Every person, firm or corporation selling shoes at retail, shall pay the following graduated license tax based on the annual gross receipts:

Less than $2,000 annually - - - - - - - - - - - - - - - - - -	$ 5.00
2,000 and less than 5,000 - - - - - - - - - - - - - - - - - -	10.00
5,000 and less than 10,000 - - - - - - - - - - - - - - - - - -	15.00
10,000 and less than 15,000 - - - - - - - - - - - - - - - - - -	20.00

[illegible] - - - - - - - - - - - - - - - - - -	25.00
[illegible] - - - - - - - - - - - - - - - - - -	30.00
[illegible] - - - - - - - - - - - - - - - - - -	40.00
[illegible] - - - - - - - - - - - - - - - - - -	50.00
[illegible] - - - - - - - - - - - - - - - - - -	75.00

[illegible] LOAD [illegible]

[illegible] contractor not employing any workman, each, - - - - - - - - - - - - - - - - - - -

each yard or pen, a license tax of, per annum - - - - - - - - - - - - - -$250.00

PROVIDED, that any person, firm or corporation conducting a live stock exchange or market, or engaging in the business of purchasing and re-selling live stock at auction or otherwise and/or receiving and shipping live stock, shall pay, on each yard, a license tax of, per annum - - - - - -$75.00

PROVIDED, further, that the provisions of this tax shall not be collected from packing houses, operating or maintaining a stock yard or pen, who have paid the prescribed tax on packing houses.

STOCK AND MERCHANDISE BROKERS.

See "Brokers, Merchandise and Stock".

STORAGE OR TRANSFER WAREHOUSES.

Where a charge is made for storage service, other than cold storage, a license tax shall be paid of, per annum - - - - - - - - - - - - - - - - -$50.00

STORM SEWERS, GRADING, PAVING, SIDEWALKS AND SEWERS.

See "Contractors".

STOVES, RANGES--INSTALLATION.

Every person, firm or corporation selling or offering for sale stove ranges, gas or other water heaters, where same is connected with the water system of the City of Asheville, shall pay a license tax of, per annum - -$20.00

It shall be unlawful for any person, firm or corporation to install ranges, stoves, gas or other water heaters where the same is connected with the water system of the City of Asheville, unless such installation is made by a licensed plumber under the provisions of the plumbing ordinance.

SUGAR

See "Tea, Coffee and Sugar".

SUPPLIES FOR TYPEWRITER MACHINES.

Agents or dealers in supplies for typewriter machines, shall pay a license tax of, per annum -$25.00

[illegible]—VETERINARY

Exempt by State Statutes

SWITCHBACK, RAILROADS OR ROLLER COASTERS

See "Amusement Devices"

SYRUP, TABLE

Every person, firm or corporation manufacturing table syrup, shall pay a license tax of, per annum:

Where employing one person -	$10.00
Where employing two persons - - - - - - - - - - - - - - - - - - -	15.00
Where employing more than two persons - - - - - - - - - - - - - -	25.00

"T"

[illegible]

See "Peddlers, Tailors"

[illegible]

[illegible] Pianos and Phonographs"

[illegible] $150.00

[illegible] operating any taxicab [illegible] corporate limits of the City of Asheville or within a distance [illegible] shall apply for and secure an annual license for the operation of each taxicab in the amount of, per annum - - -$15.00

TEA, COFFEE AND SUGAR

Every person, firm or corporation engaged in the business of selling tea, coffee and sugar, where 50% of the business is derived from the sale of tea, coffee and sugar, shall pay a license tax of, per annum - - - - $25.00

TELEGRAPH COMPANIES

Every person, firm or corporation, domestic or foreign, engaged in operating the apparatus necessary to communication by telegraph within the corporate limits of the City of Asheville, shall pay a license tax of, per annum - - - - - - - - - - - - - - - - - - -

TOMBSTONES AND MARBLE DEALERS.

See "Monuments".

TOURIST CAMPS.

See "Boarding Houses".

TOYS.

Every person, firm or corporation selling or distributing toys, shall pay a license tax of, per annum - $5.00

NOT PRORATED

TRADE SHOPS

See "Printing, Establishments".

[illegible] on engaged in the business of conduct[illegible] agency, shall pay an annual license [illegible] - - - - - - - - - - - - - - - - - - -

WOOD, KINDLING—CHEMICAL.

(a) Every person, firm or corporation selling wood for fuel purposes, shall pay a license tax of, per annum - - - - - - - - - - - - - - - - - - $5.00

(b) Every person, firm or corporation selling chemical kindling, shall pay a license tax of, per annum - - - - - - - - - - - - - - - - - - $50.00

WOOD YARDS.

Saw operated by power, per annum - - - - - - - - - - - - - - - - $15.00
Saw operated by hand, per annum - - - - - - - - - - - - - - - - - $.00

PROVIDED, coal yards paying the $75.00 license tax are not required to pay this additional license for handling wood.

Coal yards paying only the $5.00 license tax shall pay for operating a power saw an additional tax of, per annum - - - - - - - - - - - - - $10.00

WOOLEN MILLS

Every person, firm or corporation operating a mill manufacturing woolen cloth, shall pay a license tax of, per annum - - - - - - - - - - - $100.00

WRESTLING AND BOXING

See "Games".

"Y"

YEAST

Every person, firm or corporation selling or distributing yeast at wholesale, shall pay a license tax of, per annum - - - - - - - - - - - - - - - - $100.00

"MISCELLANEOUS"

All [illegible], TRADES, PROFESSIONS, GAMES, DEVICES, OR OTHER UNDERTAKINGS [illegible], AND GAIN, NOT TAXED HEREIN.

Per annum - $25.00
Per quarter - 15.00
Per month - 10.00
Per day - 3.00

Section 16

Any person who shall willfully make any false statement in an application for any license under this ordinance or schedule, shall, upon conviction, be fined in the penalty of fifty ($50.00) dollars.

Section 17

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed, that such repeal shall in no way affect the levy or collection of any taxes heretofore made, under authority of ordinance of this city.

Passed the foregoing ordinance, this the 5 day of may 55.

Frank Mulvaney
COUNCILMAN

E. E. Morgan
COUNCILMAN

Read in the Council on first reading, 5 day of may 55, with all members of the Council present voting.

Read and adopted by the Council on second reading, 12 day of may 55, with all members of the Council present voting "aye"; Mayor being approved and adopted on the 16 day of may 55, with all members of the Council present voting "aye". This ordinance shall be in force from and after the 31 day of may, 1955.

MAYOR

Margaret Simmons
CITY CLERK

APPROVED AS TO FORM:

R. H. W. Wells
CITY ATTORNEY

A B C D E F G H I J K L Mc M N O P Q R S T U V W Y X Z

228

WOOD YARDS.

WOOLEN MILLS.

Every person, firm or corporation ... woolen cloth, shall pay a license tax of, per ...

WRESTLING AND BOXING.

See "Games".

YEAST.

Every person, firm or corporation selling or distributing ... sale, shall pay a license tax of, per annum ...

"MISCELLANEOUS"

ALL BUSINESSES, TRADES, PROFESSIONS, GAMES, DEVICES, OR OTHER ... PROSECUTED FOR PROFIT, OR GAIN, NOT TAXED HEREIN.

Per annum -
Per quarter -
Per month -
Per day -

Section 16.

Any person who shall willfully make any false statement ... cation for license under any section of this ordinance or ordinances, shall, upon conviction, be liable for a penalty of fifty ($50.00) dollars.

Section 17.

That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed; provided, that such repeal shall in no way affect any rights heretofore acquired for the collection of any taxes heretofore made, or any right heretofore acquired under any ordinance of this city.

I move the adoption of the foregoing ordinance, this the 5 day of May, 1955.

COUNCILMAN

SECONDED BY: E. E. Morgan
COUNCILMAN

Read, approved, and adopted by the Council on first reading, this the 5 day of May, 1955, with all members of the Council present voting "aye".

-58-

"aye"; read, approved and adopted by the Council on second reading, this the ... day of May, 1955, with all members of the Council present voting "aye"; and upon its third reading approved and adopted on the ... day of ..., 1955, with all members of the Council present voting "aye". This ordinance shall become effective 21 day of May, 19...

APPROVED AS TO FORM:

Robt. W. Wells
CORPORATION COUNSEL

Mr. Weir thanked the Council for their continued confidence in him, and announced that the present directors and employees are reappointed to their positions.

There being no further business, the meeting was adjourned with a brief prayer by Dr. Blackard.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, May 26, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, May 26, 1955, at 4:00 o'clock P. M. with Mayor C. W. Eller presiding. Present: Councilmen R. I. Presley, C. E. Morgan, F. W. Mulvaney, T. B. Sumner, J. W. Gary, W. I. Abernethy, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A communication was received from the Planning and Zoning Commission deferring action on the petition of property owners on a section of Burton Street due to lack of specific information as to the actual properties involved.

May 18, 1955

Miss Margaret Simmons, City Clerk
City of Asheville
City Building
Asheville, North Carolina

Dear Miss Simmons:

At the regular meeting of the City of Asheville Planning and Zoning Commission held on May 17, 1955, action on the petition of property owners on a section of Burton Street was deferred due to lack of specific information as to the actual properties involved. We are notifying the signers of the petition to this effect.

Very truly yours,

S/ Anthony Redmond
Anthony Redmond

This communication was received as information by the Council.

A communication was received from the Planning and Zoning Commission recommending that the Neighborhood Trading Area shown on Sheet 5, Ward 7 on the east side of Hendersonville Road be enlarged to include Lots 20, 21, 22 and the western 150 feet of Lot 125.

May 18, 1955

Miss Margaret Simmons, City Clerk
City of Asheville
City Building
Asheville, N. C.

Dear Miss Simmons:

At the May 17th meeting of the City of Asheville Planning and Zoning Commission, the members voted unanimously to recommend to the City Council that the Neighborhood Trading Area shown on Sheet 5, Ward 7 on the east side of Hendersonville Road be enlarged to include Lots 20, 21, 22 and the western 150 feet of Lot 125.

Very truly yours,

S/ Anthony Redmond
Anthony Redmond

A communication was received from the Planning and Zoning Commission recommending that the Neighborhood Trading Area on the new State Highway known as 19-23 be enlarged to include tax Lot 134.

May 18, 1955

Miss Margaret Simmons, City Clerk
City of Asheville
City Building
Asheville, N. C.

Dear Miss Simmons:

At the May 17th meeting of the City of Asheville Planning and Zoning Commission

...to the City Council that the ... area on the new State Highway ... Tax Lot 134 (description attached).

...ery truly yours,

S/ Anthony Redmond
Anthony Redmond

...Abernethy, seconded by Councilman Presley, the above recommendation ... by the Council, and the Corporation Counsel was in... ...to be held on same on June 16, 1955.

...was received from Colonel Leo A. Bessette, Chairman of the Asheville Beautification ... two uniformed inspectors with police powers be appointed to enforce ... in the schools and in the various communities and areas of the city.

...to transmit this communication to the City Manager.

...Morgan introduced a resolution authorizing the calling of certain City of Asheville ... by the Sinking Fund Commission for Buncombe County to publish notice in The Bond Buyer of New York, which was, upon motion of Councilman Morgan, seconded by Councilman Presley, unanimously adopted.

...complete copy of resolution will be found in Resolution Book #3 at page 273.

...Abernethy introduced a resolution appointing three members of Library Board of the City of Asheville, which was, upon motion of Councilman Abernethy, seconded by Councilman Morgan, unanimously adopted.

...complete copy of resolution will be found in Resolution Book #3 at page 274.

City Manager Weir informed the Council that the use of the auditorium had been requested by a group interested in raising funds for a cerebral palsy program, and he had advised this group to submit an application to the Review Board on Public Solicitation. With the consent of the Council Mr. Weir advised members of the group present that if the Review Board approved the application the city would make the auditorium available without charge, but that if the Review Board did not approve the application this program would be considered as any other operation scheduled in the auditorium.

City Manager Weir presented an invitation from the Board of County Commissioners to the City Council to meet in joint open session with members of the Board of County Commissioners to hear a report of Dr. T. M. Simons, Health Officer, in regard to the health needs and budget requests of the Buncombe County Health Department for the coming year.

Following a discussion the Council accepted the invitation and agreed to meet with the County Commissioners at their meeting on Monday, May 30th, at 10:00.

The Council discussed a request of the Town of Biltmore Forest for the City to construct a 12-inch water main on McDowell Street across the McDowell Street viaduct to Vanderbilt Road.

Mr. James C. Howell, attorney for James E. Moore, trading as Moore Furniture Company, presented a claim for damages in the amount of $2,589.50, which was referred to the Corporation Counsel for investigation.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

TO THE HON. MAYOR AND CITY COUNCIL OF THE CITY OF ASHEVILLE, NORTH CAROLINA:-

I herewith present claim to you and respectfully make demand for settlement, as provided by the Charter of the City of Asheville, relating to actions and claims against the City, as is specifically set forth in Section 149 of the Charter, of the City of Asheville, described in the Code of the City of Asheville, 1945 edition.

I am presenting this claim on behalf of James E. Moore, trading and doing business as Moore Furniture Company, 413 Biltmore Avenue, Asheville, North Carolina.

...the Code in connection with the claim set forth from the period of time from the 17th day of April, 1953 through the 19th day of April, 1955, certain water mains of the City of Asheville, located in Biltmore Avenue, underground, approximately in front of the store of the claimant, became ruptured and worn out, and the same leaked, thereby causing a large overflow of water to pass around the store, located in the basement, under the west sidewalk on Biltmore Avenue, and into the basement of claimant, the water coming from the water mains and following along the outside of the brick footing from the street to the rear of the claimant.

...City of Asheville and the representatives of the claimant were unable to reach an agreement as to the amount of damages ... City of Asheville.

...claimant that the City of Asheville was not responsible for the damages ... that the water mains were worn out, but that the City of Asheville was ... that the flooding of the basement and the resulting damage to furniture and fixtures ... the basement ... have occurred, on April 17, 1955.

...claimant was engaged in moving furniture and fixtures, and while moving the furniture and fixtures in and out of the basement, in an effort to minimize the damage, water ... damaged furniture and fixtures set forth, in the sum of $2,589.50, is to be the responsibility of the City of Asheville, and its agents and employees, and on the basis ... claimant is entitled to recover the sum of $2,589.50, as sustained by claimant.

Respectfully submitted, this the 26th day of May, 1955.

James E. Howell,
Attorney for James E. Moore, trading as Moore Furniture Company

...Summer introduced a resolution electing members of Board of Trustees for the Firemen's Pension and Disability Fund, which was, upon motion of Councilman Summer, seconded by Councilman Delaney, unanimously adopted.

...complete copy of resolution will be found in Resolution Book #3 at page 275.

There being no further business, the meeting was upon motion adjourned.

Margaret Simmons
City Clerk

Thursday, June 2, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, June 2, 1955, at 4:00 o'clock P. M. with Mayor F. W. Miller presiding. Present: Councilmen W. I. Abernethy, J. W. McGarry, T. B. Sumner, C. B. Morgan, W. I. Abernethy, T. B. Sumner, City Manager Wolton Weir, and Corporation Counsel J. W. Wells.

The minutes of the previous meeting were read and approved.

A certification of the Board of Canvassers was presented showing the election of James W. Miller and Dewey Bell as members of the Civil Service Board by employees in the classified service.

Following a discussion concerning the renewal of a contract between the City of Asheville, the County of Buncombe, and the Buncombe County Board of Health, Councilman Sumner moved that the City of Asheville not make a contribution to the County of Buncombe for the Buncombe County Board of Health in the 1955-56 appropriation. The City Manager is hereby authorized to transfer title to the County of Buncombe such city-owned equipment that is now in use in connection with the Buncombe County Board of Health that is necessary to the operation. This motion was seconded by Councilman Presley, and unanimously adopted.

The City Manager presented the Audit Report for the City of Asheville for the period ending March 31, 1955.

There being no further business, the meeting was upon motion adjourned.

Margaret Simmons
City Clerk

Thursday, June 9, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, June 9, 1955, at 4:00 o'clock P. M. with Mayor F. W. Miller presiding. Present: Councilmen W. I. Abernethy, J. W. McGarry, T. B. Sumner, C. B. Morgan, W. I. Presley, City Manager Wolton Weir, and Corporation Counsel J. W. Wells.

The minutes of the previous meeting were read and approved.

A petition was presented by property owners requesting that Lots 99, 100, 117 and 118, Sheet 19, Ward 5 be rezoned to Neighborhood Trading Area.

to the Planning and Zoning Commission for report and recommendation.

The Annual Report of the Asheville Civil Service Board was presented to the Council.

City Manager Weir presented a statement showing the budget position of the City for the per-

..., Chamber of Commerce, requested the Council to appro-
priate $130,000.00 to match and keep available an equal federal allocation still available for airport im-
... June 30, 1955. Other speakers supporting this proposal included
..., President of the Industrial Council; Mr. Maurice Puckett, President of the Chamber
..., Asheville Merchants Association; Mr. Douglas Kouns, Asheville Tourist Asso-
ciation; Mr. Veore Bryson, Asheville Board of Realtors; Mr. Edison Hill, Junior Chamber of Commerce; Mr. Ned
..., Committee; and Mr. T. T. Brock, Wholesale Division of the Asheville Mer-
...

... under consideration by the Council.

... the meeting was upon motion adjourned.

Margaret Simmons
CITY CLERK

Thursday, June 16, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, June 16, 1955, at 4:00 o'clock P. M. with
..., Councilmen W. W. Sumner, F. W. Mullaney, J. W. McRary, C. E. Morgan,
..., T. B. Sumner, R. I. Presley, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

... were read and approved.

A communication was received from the Planning and Zoning Commission recommending that no action be taken on the petition to rezone certain lots on Burton Street in view of the fact that the request of the petitioner is covered in the proposed general amendments made to the Zoning Map and Zoning Ordinance.

June 15th, 1955

...
City Building
Asheville, North Carolina.

Gentlemen:

In connection with the petition of William F. Burrell, R. C. Andrews, Eugene P. ...ston, et als., which was referred to the Planning and Zoning Commission for action at its meeting on May 17th, 1955, no action being taken at said meeting of the Commission ... sufficient information, the City Planning and Zoning Commission at its regular meeting on June 14th, 1955, a quorum being present, considered said petition in the light ... Supervising Engineer, Mr. Charles G. Buck, as shown on the accompanying letter, voted ... to take no action on this petition in view of the fact that the request of the ... is covered in the proposed general amendments made to the ... Ordinance.

Respectfully yours,

AR:W
Encl.

S/ Anthony Redmond
Anthony Redmond, Secretary
City Planning and Zoning Commission

... communication was received as information by the Council.

A communication was received from the Planning and Zoning Commission recommending that Lots 20, 21, 22 and the W 150' of Lot 24, Sheet 19, Ward 5, be rezoned to Neighborhood Trading Area.

June 15th, 1955

...
City Building
Asheville, North Carolina.

Gentlemen:

In connection with the petition of Colonial Stores, Incorporated, and others, attached hereto, this is to advise that the City Planning and Zoning Commission at its

regular meeting on Tuesday, June 14th, 1955, a quorum of the members of said Commission being present, unanimously voted to recommend that the amendment requested in said peti-
tion be granted.

Respectfully yours,

AR:W

S/ Anthony Redmond
Anthony Redmond, Secretary
City Planning and Zoning Commission

... will appear at the above-mentioned ... Hall, and ... interested ... in opposition ... may ... Council, and ... motion and petitions ...

Mayor Filer announced that this was the date set for the public hearing on the requested change of tax Lot 13A on the new State Highway known as US-23 from RA-6 Residential District to Neighborhood Trading Area, and Lots 20, 21, 22 and the western 150 feet of Lot 24, Sheet 5, Ward 7, ... to Neighborhood Trading Area.

There being no opposition to said change, Councilman Mullaney introduced an ordinance entitled "AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE CITY OF ASHEVILLE, ADOPTED ... 1952, AND AMENDED FROM TIME TO TIME, AND THE ZONING MAP OF THE CITY OF ASHEVILLE", which was, upon motion of Councilman Mullaney, seconded by Councilman Morgan, unanimously passed on its first reading with the following vote:

Councilman Sherrill cast the "Aye" vote.
Councilman Mullaney cast the "Aye" vote.
Councilman Morgan cast the "Aye" vote.
Councilman Sumner cast the "Aye" vote.
Councilman Presley cast the "Aye" vote.
Councilman McRary cast the "Aye" vote.
Mayor Filer cast the "Aye" vote.

Councilman Morgan introduced a resolution relative to the airport, which was ... Councilman Presley.

There was a discussion of this resolution by the Council, and ... no opposition to the passage of the resolution.

Upon motion duly made, the resolution was passed by the Council, ... by Councilman Sumner.

A complete copy of resolution will be found in Resolution Book #3 at page 206.

The City Manager ... a report with regard to the Building ... and ... the zoning ordinance, which recommendations will be taken under consideration by the Planning and Zoning Commission in its review of said zoning ordinance.

ORDINANCE

The City Manager presented to the Council ... of the City of Asheville ... for the fiscal year 1955-56 as approved by the City Manager, and the Council, ... a copy ... on file for public inspection in the office of the City Clerk, and ... on ... of ... of the Budget Message.

The Council set the date of June 24th for ... of the above Budget.

There being no further business, the meeting was upon motion adjourned.

Margaret Simmons
CITY CLERK

Thursday, June 23, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, June 23, 1955, at 4:00 o'clock P. M. with Mayor F. W. Filer presiding. Present: Councilmen F. W. Mullaney, C. E. Morgan, J. W. McRary, W. I. Abernethy, T. B. Sumner, R. I. Presley, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A communication was received by the Council from Don S. ... of the statement ... Councilman Sumner ... relative to the airport discussion held at the previous meeting of the Council.

Councilman Sumner stated that there was nothing willful in his remarks at the previous meeting.

After a discussion, the Mayor stated that without objection on the part of the Council the Clerk is asked to advise in advance any member singled out in a communication to the Council.

...ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING MAP AND ZONING ORDINANCE, BEING ...ING OF THE CITY OF ASHEVILLE", was, upon motion ... Presley, unanimously passed on its second reading with the ...

...Councilman McRary voted "aye"
...Councilman Sumner voted "aye"
...Councilman Morgan voted "aye"
...Mayor Eller voted "aye"

...of Frank J. Austin was read by the Clerk and unanimously passed ...

RESOLUTION

...Mrs. Frank J. Austin be brought before the members of the City Council; and

...City of Asheville desires to formally recognize the highly commendable ...business, civic and church leader, and particularly ... Board for many years, whose his ability, ... great benefit to the City of Asheville during its ...

...BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

...That the minutes of the City Council in commemoration of Frank J. ... be expressed, and that sympathy be sent to Mrs. Frank J. Austin ... family.

...Adoption of the foregoing resolution.

Robert L. Presley
COUNCILMAN

SECONDED BY:

C. E. Morgan
COUNCILMAN

Frank Mulvaney
COUNCILMAN

J. W. McRary
COUNCILMAN

T. B. Sumner
COUNCILMAN

Walter L. Abernethy
COUNCILMAN

...adopted this the 30th day of June, 1955.

E. W. Eller
MAYOR

Margaret Simmons
City Clerk

...Resolution will also be found in Resolution Book #3 at page 277.

...introduced a resolution appointing member of City of Asheville Board of ..., upon motion of Councilman Abernethy, seconded by Councilman Morgan, unanimously ...

...Resolution will be found in Resolution Book #3 at page 278.

...introduced a resolution to State Highway and Public Works Commission re... for Interstate Highway, which was, upon motion of Councilman Mulvaney ... unanimously adopted.

...Resolution will be found in Resolution Book #3 at page 279.

...City Manager presented Mayor and member of the Council with A Study of Seven Large Counties ... as prepared by the Institute of Government.

...Mrs. Margaret Clary appeared before the Council and discussed the matter of ... ...matters. It was pointed out by the City Manager that the ... ...same.

There being no further business, the meeting was adjourned.

Margaret Simmons

Thursday, June 30, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, June 30, 1955, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. I. Abernethy, C. E. Morgan, J. W. McRary, R. L. Presley, T. B. Sumner, F. M. Mulvaney, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

...

A communication was received from the Board of County Commissioners concerning the use of voting machines in municipal elections on a rental fee basis, said rent to be applied on the purchase price of said machines.

June 28, 1955

Honorable Earl W. Eller
Mayor, City of Asheville
Asheville, North Carolina

Dear Mayor Eller:

As you know the voters of Buncombe County in the last general election favored the purchase and use of voting machines in Buncombe County elections.

The Board of County Commissioners is now giving thought to the purchase of a sufficient number of these machines. We presume that you would like to use them in the Asheville municipal elections and we would like to enter into an arrangement or agreement with the governing body of Asheville whereby you would be assured the use of these county owned machines and we would be assured a reasonable rental fee which we could apply on the purchase price.

For your information, I am informed that the City of Durham rents voting machines from Durham County and pays for their use an annual rental fee equivalent to one-fourth of the cost of the purchase price installments on the machines used. At first glance this appears to be a fair arrangement.

Please advise us as to your desires in the matter.

BOARD OF COUNTY COMMISSIONERS

Coke Candler
Chairman

George D. Young
Member

CC:jah

J. C. Vance
Member

Councilman Morgan moved that this proposal be referred to the Municipal Board of Elections for study of all phases of the proposal and recommendation to be made to the Council, which motion was seconded by Councilman Presley and unanimously adopted.

ORDINANCE #379 - ...
AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE"

Ordinance No. 379, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", was, upon motion of Councilman Mulvaney, seconded by Councilman Presley, unanimously passed on its third and final reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Presley voted "aye"
Councilman McRary voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 379

AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE"

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the zoning map and zoning ordinance, being Ordinance No. 322 known as "AN

ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE" be and is hereby amended as follows:

(Lots hereinafter referred to under this section shall mean Lots of Record and be as defined in said Ordinance No. 322, and the designated lot numbers, sheets and wards hereinafter referred to under this section shall refer to the City of Asheville and Buncombe County Tax Maps.)

A. That the following described property be rezoned from Ra-6 Residential District to Neighborhood Trading Area:

BEGINNING on a stake in the Northern margin of the new State Highway, Nos. 19-23, at a point North 53 deg. 50' East 200 feet from the intersection of the Eastern margin of Johnston Boulevard with the Northern margin of said Highway and runs thence North 36 deg. 10' West 130 feet to a hub at the common corner of Lots 22 and 23 of Section 1 of Wilshire Park, plat of which is recorded in the office of the Register of Deeds for Buncombe County, North Carolina, in Plat Book 24, page 61, and runs thence with the Southern margin of Lots 22, 21 and 20 of said Section, North 30 deg. 43' East 247.02 feet to a hub, the common corner of Lots 16, 17 and 20 of said Section 1; thence with the Southern line of Lots 27, 28 and 16, South 79 deg. 15' East 143.14 feet to a hub, common corner of Lots 26 and 27; thence with the Southern line of Lots 25 and 26, South 36 deg. 10' East 122.48 feet to a hub in the Northern margin of the new State Highway Nos. 19-23, said hub also being South 53 deg. 50' West 135 feet from the intersection of the Northern margin of said Highway with the Western margin of Wilburn Road; thence with the said margin of said highway South 53 deg. 50' West 325 feet to the BEGINNING.

B. That Lots 20, 21, 22, and the western 150 feet of Lot 25, Sheet 5, Ward 7, be rezoned from RA5 Residential Area to Neighborhood Trading Area.

Section 2. That the office of the City Engineer is hereby authorized and directed to make the change as enacted by Section 1 above in said zoning map.

Section 3. That if any section, sub-section, sentence, clause or phrase of this ordinance is for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, sub-section, clause and phrase thereof, irrespective to the fact that any one or more sections, sub-sections, sentences, clauses or phrases be declared invalid.

Section 4. That all ordinances and clauses of ordinances in conflict herewith be and are hereby repealed.

Section 5. That this ordinance shall be in full force and effect fifteen days from date of final passage.

I move the adoption of the foregoing ordinance, this 16 day of June, 1955.

Frank Mulvaney
COUNCILMAN

SECONDED BY: Robert I. Presley
COUNCILMAN

Read, approved and adopted, this 30 day of June, 1955, to become effective 15 day of July, 1955.

E. W. Eller
MAYOR

APPROVED AS TO FORM:

Robt. W. Wells
CORPORATION COUNSEL

Margaret Simmons
CITY CLERK

Councilman Abernethy introduced a resolution appointing members of Boxing and Wrestling Commission, which was, upon motion of Councilman Abernethy, seconded by Councilman Morgan, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 280.

Councilman Morgan introduced a resolution appointing members of Board of Electrical Examiners, which was, upon motion of Councilman Morgan, seconded by Councilman McRary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 281.

Councilman Mulvaney introduced a resolution authorizing Mayor to enter into lease with Ingle Transfer & Storage Company, which was, upon motion of Councilman Mulvaney, seconded by Councilman McRary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 282.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS AGREEMENT, entered into this the 30th day of June, 1955, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, party of the first part, and INGLE TRANSFER & STORAGE COMPANY, party of the second part.

WITNESSETH:

That the party of the first part hereby leases to the party of the second part the basement floor of the Municipal Building of the City of Asheville, consisting of 14,550 square feet, exclusive of utility facilities necessary for the operation of said building, upon the following terms and conditions:

1. That the term of this lease shall be three years, beginning the 1st day of July, 1955 and expiring the 1st day of July, 1958.

2. That the party of the second part agrees to pay as rental for said property the sum of Two Hundred Sixty-six and 75/100 ($266.75) Dollars per month.

3. That the rental above set out shall be payable on the first day of each and every month during the period of this lease.

4. The party of the first part agrees to furnish lights and water, but any additional heat must be furnished by the party of the second part at its own expense.

5. The party of the second part agrees that the party of the first part shall not be liable for the contents stored in the premises in case of fire.

6. It is agreed that if it is necessary to erect any partitions for the protection of the contents stored in the premises same shall be erected by the party of the second part at its own expense.

7. That the party of the second part agrees to return said property to the party of the first part at the expiration of this lease in as good condition as said property is at present, ordinary wear and tear excepted.

8. In the event the party of the second part fails to comply with any of the terms and provisions of this lease, then this lease shall become null and void, and the party of the second part shall have the right to enter upon said property and take possession thereof.

IN WITNESS WHEREOF, the CITY OF ASHEVILLE, party of the first part, has caused these presents to be signed in its name by the Mayor, duly authorized by resolution of the governing body of the City of Asheville, same attested by its City Clerk; and the party of the second part has caused these presents to be signed by its duly authorized officer, this the day and year first above written.

CITY OF ASHEVILLE

By E. W. Eller
MAYOR

ATTEST:

Margaret Simmons
CITY CLERK
(Seal)

INGLE TRANSFER & STORAGE COMPANY

By _____

Ordinance No. 380, being "INTERIM APPROPRIATION ORDINANCE", was, upon motion of Councilman Sumner, seconded by Councilman Presley, unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye" — Councilman McRary voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Presley voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

Whereupon Councilman Mulvaney stated that inasmuch as the law provides for an interim appropriation ordinance to be adopted to operate the city from July 1, 1955 to the date of the adoption of the 1955-56 budget ordinance, and the Charter of the City of Asheville provides for such motion as I now make, I move that the requirement that this ordinance be read on three separate days be dispensed with, which motion was seconded by Councilman Abernethy and unanimously adopted.

Ordinance No. 380, being "INTERIM APPROPRIATION ORDINANCE", was, upon motion of Councilman Sumner, seconded by Councilman Presley, unanimously passed on its second reading with the following vote:

Councilman Abernethy voted "aye" — Councilman McRary voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Presley voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

Ordinance No. 380, being "INTERIM APPROPRIATION ORDINANCE ", was, upon motion of Councilman Sumner, seconded by Councilman Presley, unanimously passed on its third and final reading with the following vote:

Councilman Abernethy voted "aye" — Councilman McRary voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Presley voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 380

INTERIM APPROPRIATION ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That in order to operate the city from July 1, 1955, to the date of the adoption of the 1955-56 Budget Ordinance, appropriations are hereby made for the purpose of paying salaries, the principal and interest on indebtedness, and the usual ordinary expenses of the city at the same rate of expenditure as provided for in the budget for the 1954-55 fiscal year. This ordinance shall cease to be effective from and after the adoption of the 1955-56 Budget Ordinance, and all expenditures made in accordance with this ordinance shall be chargeable to appropriations made in the 1955-56 Budget Ordinance.

Section 2. This being an ordinance relating to budgets and appropriations shall be in full force and effect immediately upon its final passage.

I move the adoption of the foregoing ordinance, this 30 day of June, 1955.

T. B. Sumner
COUNCILMAN

SECONDED BY: Robert I. Presley
COUNCILMAN

Read, approved and adopted, this 30 day of June, 1955, to become effective 30 day of June, 1955.

APPROVED AS TO FORM:

E. W. Eller
MAYOR

Robt. W. Wells
CORPORATION COUNSEL

Margaret Simmons
CITY CLERK

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, July 7, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, July 7, 1955, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, F. M. Mulvaney, T. B. Sumner, R. I. Presley, J. W. McRary, W. I. Abernethy, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Councilman Morgan introduced a resolution appointing substitute judge of the Police Court of the City of Asheville, which was, upon motion of Councilman Morgan, seconded by Councilman Abernethy, adopted by the Council.

Complete copy of resolution will be found in Resolution Book #3 at page 283.

Councilman McRary introduced Ordinance #381, being "AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET AND FIXING THE TAX RATE OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1955-56, which was, upon motion of Councilman McRary, seconded by Councilman Presley, passed on its first reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Presley voted "aye"
Councilman McRary voted "aye"
Councilman Sumner voted "no" because of the $25,000.00 airport appropriation
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

Mayor Eller announced that this was the date set for the public hearing on the requested change of Lots 99, 100, 117 and 118, Sheet 19, Ward 5, to Neighborhood Trading Area. There was no opposition to said change.

Whereupon, Councilman Sumner introduced Ordinance #382, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", which was, upon motion of Councilman Sumner, seconded by Councilman Morgan, unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Presley voted "aye"
Councilman McRary voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

The City Manager presented a statement showing the budget position of the city for the period ending June 30, 1955.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, July 14, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, July 14, 1955, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W.I.Abernethy, J. W. McRary, T. B. Sumner, F. M. Mulvaney, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Ordinance #381 was, upon motion of Councilman McRary, seconded by Councilman Presley, passed on its second reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman McRary voted "aye"
Councilman Sumner voted "no"
Mayor Eller voted "aye"

ORDINANCE #382 - AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE"

Ordinance #382 was, upon motion of Councilman Sumner, seconded by Councilman Morgan, unanimously passed on its second reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman McRary voted "aye"
Councilman Sumner voted "aye"
Mayor Eller voted "aye"

Grant Hunt, who gave his address as Old Fort, appeared before the Council and inquired why persons 18 years of age are forbidden to play billiards in the city, and was advised that there was a restriction in a city ordinance to this effect.

Mr. Moore Bryson, President of the Asheville Board of Realtors, presented a report prepared by Mr. Roy Booth, Chairman of the Urban Renewal Committee, containing the activities of said Committee, and recommendations that the title of said committee be changed to The Urban Renewal Commission of the City of Asheville; that Colonel L. A. Bessette be named Executive Director of the Commission and be provided with adequate office space in the City Hall and part time secretarial service; that the services of Mr. Manley, Mr. Andrews and the City Attorney continue to be available to the Commission; and that the Commission report to the City Council quarterly.

Mayor Eller thanked the Committee for its work, and, following a discussion, Councilman Sumner moved that all the recommendations of the Committee be approved by the Council, which motion was seconded by Councilman Mulvaney and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, July 21, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, July 21, 1955, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen J. W. McRary, F. M. Mulvaney, W. I. Abernethy, C. E. Morgan, T. B. Sumner, R. I. Presley, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Ordinance #381, being "AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET AND FIXING THE TAX RATE OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1955-56", was, upon motion of Councilman McRary, seconded by Councilman Presley, passed on its third and final reading with the following vote:

Councilman Abernethy voted "aye"
Councilman Mulvaney voted "aye"
Councilman Presley voted "aye"
Councilman McRary voted "aye"
Councilman Sumner voted "no"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 381

AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET AND FIXING THE TAX RATE OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1955-56

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. The following amounts are hereby appropriated for the operation of the city government and its activities for the fiscal year beginning July 1, 1955, and ending on June 30, 1956, according to the following schedule:

I move the adoption of the foregoing ordinance, this 30 day of June, 1955.

T. B. Sumner
COUNCILMAN

SECONDED BY: Robert I. Presley
COUNCILMAN

Read, approved and adopted, this 30 day of June, 1955, to become effective 30 day of June, 1955.

APPROVED AS TO FORM:

E. W. Eller
MAYOR

Robt. W. Wells
CORPORATION COUNSEL

Margaret Simmons
CITY CLERK

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, July 7, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, July 7, 1955, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, F. M. Mulvaney, T. B. Sumner, R. I. Presley, J. W. McRary, W. I. Abernethy, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

POLICE COURT - APPOINTMENT

Councilman Morgan introduced a resolution appointing substitute judge of the Police Court of the City of Asheville, which was, upon motion of Councilman Morgan, seconded by Councilman Abernethy, adopted by the Council.

Complete copy of resolution will be found in Resolution Book #3 at page 283.

Councilman McRary introduced Ordinance #381, being "AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET AND FIXING THE TAX RATE OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1955-56, which was, upon motion of Councilman McRary, seconded by Councilman Presley, passed on its first reading with the following vote:

Councilman Abernethy voted "aye" — Councilman McRary voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "no" because of the $25,000.00 airport appropriation
Councilman Presley voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

Mayor Eller announced that this was the date set for the public hearing on the requested change of Lots 99, 100, 117 and 118, Sheet 19, Ward 5, to Neighborhood Trading Area. There was no opposition to said change.

Whereupon, Councilman Sumner introduced Ordinance #382, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", which was, upon motion of Councilman Sumner, seconded by Councilman Morgan, unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye" — Councilman McRary voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Presley voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

The City Manager presented a statement showing the budget position of the city for the period ending June 30, 1955.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, July 14, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, July 14, 1955, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W.I.Abernethy, J. W. McRary, T. B. Sumner, F. M. Mulvaney, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Ordinance #381 was, upon motion of Councilman McRary, seconded by Councilman Presley, passed on its second reading with the following vote:

Councilman Abernethy voted "aye" — Councilman McRary voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "no"
Mayor Eller voted "aye"

Ordinance #382 was, upon motion of Councilman Sumner, seconded by Councilman Morgan, unanimously passed on its second reading with the following vote:

Councilman Abernethy voted "aye" — Councilman McRary voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Mayor Eller voted "aye"

Grant Hunt, who gave his address as Old Fort, appeared before the Council and inquired why persons 18 years of age are forbidden to play billiards in the city, and was advised that there was a restriction in a city ordinance to this effect.

Mr. Moore Bryson, President of the Asheville Board of Realtors, presented a report prepared by Mr. Roy Booth, Chairman of the Urban Renewal Committee, containing the activities of said Committee, and recommendations that the title of said committee be changed to The Urban Renewal Commission of the City of Asheville; that Colonel L. A. Bessette be named Executive Director of the Commission and be provided with adequate office space in the City Hall and part time secretarial service; that the services of Mr. Manley, Mr. Andrews and the City Attorney continue to be available to the Commission; and that the Commission report to the City Council quarterly.

Mayor Eller thanked the Committee for its work, and, following a discussion, Councilman Sumner moved that all the recommendations of the Committee be approved by the Council, which motion was seconded by Councilman Mulvaney and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, July 21, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, July 21, 1955, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen J. W. McRary, F. M. Mulvaney, W. I. Abernethy, C. E. Morgan, T. B. Sumner, R. I. Presley, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Ordinance #381, being "AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET AND FIXING THE TAX RATE OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1955-56", was, upon motion of Councilman McRary, seconded by Councilman Presley, passed on its third and final reading with the following vote:

Councilman Abernethy voted "aye" — Councilman McRary voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "no"
Councilman Presley voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 381

AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET AND FIXING THE TAX RATE OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1955-56

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. The following amounts are hereby appropriated for the operation of the city government and its activities for the fiscal year beginning July 1, 1955, and ending on June 30, 1956, according to the following schedule:

SCHEDULE A. GENERAL OPERATING FUND

General Government	$ 237,442.55	
Law	4,977.00	
Finance	26,657.00	
Public Safety	880,361.92	
Libraries	78,861.88	
Public Works	693,765.66	
Parks and Playgrounds	136,848.18	
Civil Service	8,575.00	
Total General Operating Fund		$ 2,067,489.19

SCHEDULE B. WATER DEPARTMENT OPERATING FUND

Water Department Operating Fund		634,876.20

SCHEDULE C. DEBT SERVICE FUND

General Refunding Bonds	570,074.00	
Water Refunding Bonds	230,000.00	
New Water Bond Issue	192,729.00	
Total Debt Service Fund		992,803.00

SCHEDULE D. AIRPORT FUND

Airport Improvement Fund for Acquisition of Site for New Municipal Airport		25,000.00
TOTAL APPROPRIATIONS		$ 3,720,168.39

Section 2. It is estimated that the following revenues will be available during the fiscal year beginning on July 1, 1955, and ending on June 30, 1956, to meet the foregoing appropriations, according to the following schedule:

SCHEDULE A. GENERAL OPERATING FUND

Current Year's Property Tax		$ 638,339.19
Other Revenues as follows:		
License & Privilege taxes		159,100.00
Payment In Lieu of Taxes		150,000.00
Fees		50,250.00
Parking Meter Fees		69,000.00
Court Costs		45,000.00
Rents		84,500.00
Income from Parks		42,100.00
Miscellaneous		3,200.00
Contribution from State Rev. Dept.		50,000.00
Contribution from State St. Fund		200,000.00
Contribution from Housing Authority		8,000.00
Contribution from ABC Stores		455,000.00
Riverside Cemetery		18,000.00
Current Year's Poll Tax and taxes other than Current Year's Property Tax and Other Than Hereinbefore Itemized		95,000.00
TOTAL GENERAL OPERATING FUND		$ 2,067,489.19

SCHEDULE B. WATER DEPARTMENT OPERATING FUND

Water and Other Charges		634,876.20

SCHEDULE C. DEBT SERVICE FUND

Current Year's Property Tax	$570,074.00	
Water and Other Charges from Water Department	422,729.00	
TOTAL DEBT SERVICE FUND		992,803.00

SCHEDULE D. AIRPORT FUND

Contribution from ABC Stores		25,000.00
TOTAL ESTIMATED REVENUES		$ 3,720,168.39

Section 3. There is hereby levied the following rates of tax on each one hundred dollars ($100) valuation of taxable property, as listed for taxes as of January 1, 1955, for the purpose of raising the revenue from Current Year's Property Tax, as set forth in the foregoing estimates of revenue, and in order to finance the foregoing appropriations:

General Operating Fund (for the general expenses incident to the proper government of the city)	.8241
Debt Service Fund (for payment of interest and principal on outstanding debt of General Refunding Bonds)	.7359
Total rate per $100 of valuation of taxable property	1.56

Such rates of tax are based on an estimated total assessed valuation of property for purposes of taxation of $77,462,384.00.

Section 4. There is hereby levied a poll tax of $1.00 on all male persons between the ages of 21 and 50, unless exempt as provided by law, for the purpose of raising the revenue from Current Year's Poll Tax, as set forth in the foregoing estimates of revenue, and in order to finance the foregoing appropriations.

Section 5. Copies of this ordinance shall be furnished to the City Manager and Director of Finance and City Accountant, to be kept on file by them for their direction in the disbursement of city funds.

Section 6. Should any section, paragraph, sentence, clause, or phrase, of this ordinance, be declared unconstitutional or invalid for any reason, the remainder of said ordinance shall not be affected thereby.

Section 7. That this ordinance shall be in full force and effect upon date of final passage.

I move the adoption of the foregoing ordinance, this 7 day of July, 1955.

J. W. McRary
COUNCILMAN

SECONDED BY: Robert I. Presley
COUNCILMAN

Read, approved and adopted, this 21 day of July, 1955, to become effective 21 day of July, 1955.

E. W. Eller
MAYOR

APPROVED AS TO FORM:

Robt. W. Wells
CORPORATION COUNSEL

Margaret Simmons
CITY CLERK

Ordinance #382, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", was, upon motion of Councilman Sumner, seconded by Councilman Morgan, unanimously passed on its third and final reading with the following vote:

Councilman Abernethy voted "aye" — Councilman McRary voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Presley voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 382

AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE"

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the zoning map and zoning ordinance, being Ordinance No. 322 known as "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE" be and is hereby amended as follows:

(Lots hereinafter referred to under this section shall mean Lots of Record and be as defined in said Ordinance No. 322, and the designated lot numbers, sheets and wards hereinafter referred to under this section shall refer to the City of Asheville and Buncombe County Tax Maps.)

That Lots 99, 100, 117 and 118, Sheet 19, Ward 5, be rezoned to Neighborhood Trading Area

Section 2. That the office of the City Engineer is hereby authorized and directed to make the change as enacted by Section 1 above in said zoning map.

Section 3. That if any section, sub-section, sentence, clause or phrase of this ordinance is for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, sub-section, clause and phrase thereof, irrespective to the fact that any one or more sections, sub-sections, sentences, clauses or phrases be declared invalid.

Section 4. That all ordinances and clauses of ordinances in conflict herewith be and are hereby repealed.

Section 5. That this ordinance shall be in full force and effect fifteen days from date of final passage.

I move the adoption of the foregoing ordinance, this 7 day of July, 1955.

T. B. Sumner
COUNCILMAN

SECONDED BY: C. E. Morgan
COUNCILMAN

Read, approved and adopted, this 21 day of July, 1955, to become effective 5 day of August, 1955.

E. W. Eller
MAYOR

APPROVED AS TO FORM:

Robt. W. Wells
CORPORATION COUNSEL

Margaret Simmons
CITY CLERK

Councilman Morgan introduced a resolution authorizing Mayor to enter into lease with Pisgah Girl Scout Council, Inc., which was, upon motion of Councilman Morgan, seconded by Councilman Abernethy, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 284.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 21 day of July, 1955, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and PISGAH GIRL SCOUT COUNCIL, INC., of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: That room on the third floor of the Municipal Building designated as the former "Inspectors Room of the Health Department" in the City of Asheville, North Carolina.

2. To have and to hold the said premises with their appurtenances for the term of three years beginning August 1, 1955 and ending July 31, 1958, and the Lessee shall have the right to renew this lease for an additional three years upon the same terms and conditions as set out herein.

3. The Lessee shall pay the Lessor rent at the rate of Six Hundred ($600.00) Dollars annually, payable in equal quarterly installments of $150.00 each in advance on the first day of each quarter beginning on the 1st day of August, 1955 and continuing for the period of this lease.

4. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

5. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

6. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

7. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, its agents, guests, clients, or employees.

8. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

9. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

10. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors to take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN WITNESS WHEREOF, the said Lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by its City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has caused this instrument to be executed by its duly authorized officers and its seal to be hereunto affixed; this instrument being executed in duplicate originals, one of which is retained by each of the parties.

CITY OF ASHEVILLE

ATTEST:

By E. W. Eller
Mayor

Margaret Simmons
City Clerk

PISGAH GIRL SCOUT COUNCIL, INC.

ATTEST:

By _____

_____

Mr. James P. Adams appeared before the Council and requested the enactment of an ordinance requiring dog owners to keep their pets muzzled and on leash when off the owner's property and for penalties where barking of dogs creates a nuisance.

The City Manager stated that he thought the dog nuisance should be referred to the Buncombe County Board of Health, and that he would confer with Dr. Stevens to determine the facts in this matter.

There being no further business, the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

Thursday, July 28, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, July 28, 1955, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, J. W. McRary, R. I. Presley, T. B. Sumner, W. I. Abernethy, C. E. Morgan, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

PLUMBING ORDINANCE

A communication was received from Mr. J. Alfred Williams, President of the Western North Carolina Mechanical Contractors Association, recommending revisions and amendments to the present plumbing ordinance, which was referred to the City Manager for study.

ORDINANCE PROVIDING FOR WATER RATES AND

Councilman Sumner introduced Ordinance #383, being "AN ORDINANCE PROVIDING FOR WATER RATES AND CHARGES", which was read in full by the City Clerk. Following a discussion, said Ordinance #383 was, upon motion of Councilman Sumner, seconded by Councilman McRary, unanimously passed on its first reading with the following vote:

Councilman Abernethy voted "aye" — Councilman McRary voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Presley voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

There was a discussion concerning the problem of dogs, and Dr. H. W. Stevens, County Health Officer, explained the position of the County Board of Health on this matter. The City Manager was requested to procure model dog ordinances for study.

There being no further business, the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

Thursday, August 4, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, August 4, 1955, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, W. I. Abernethy, C. E. Morgan, J. W. McRary, R. I. Presley, T. B. Sumner, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A petition signed by merchants on Patton Avenue and College Street was presented to the Council requesting the establishment of five minute parking zones on these streets.

The City Manager advised that he would like to confer with Wilbur Smith & Associates, traffic engineers, on this matter, and said petition was referred to the City Manager and Director of Public Safety.

A claim for damages to property of W. M. Ferguson and wife, Eva Ferguson, in the amount of $5,000.00 was presented to the Council, and said claim was referred to the Corporation Counsel for investigation.

NORTH CAROLINA
BUNCOMBE COUNTY

NOTICE

To: The Honorable Mayor and Council of the City of Asheville and the Asheville School Board and the Board of Education of Buncombe County, North Carolina:

You will please take notice that the undersigned, W. M. Ferguson and wife, Eva Ferguson of 35 Gaston Street, Asheville, Buncombe County, North Carolina, acting by and through their counsel, Sanford W. Brown, do, pursuant to provisions of the Charter of the City of Asheville and other provisions of law, hereby claim and demand payment of damages as a result of the operation of a continuing nuisance by the above parties on the Livingston Street School property, Asheville, North Carolina, which property lies adjacent to the property of the undersigned at 35 Gaston Street, Asheville, N. C., described as follows:

Lying and being in the City of Asheville, County of Buncombe, State of North Carolina on Gaston Street in said City and bounded and more particularly described as follows:

BEGINNING at a stake in the west margin of Gaston Street, the Southeast corner of Lot No. 32, of Plat of J. L. Owens lands and runs South 68 degrees West one hundred and seventy seven and 5/100 feet to a stake; thence South 28 deg. 30' East, fifty feet to a stake; thence North 68 degrees 06' East one hundred and seventy one and 2/10 feet to a stake on the West side of Gaston Street; thence with Gaston Street North 21 degrees 16' West fifty feet to the BEGINNING. Being Lot No. 31 of Plat of lands of J. L. Owens as shown in Plat Book 8, page 64, and the same land described in deed from Ella H. Dunham and her husband, H. A. Dunham to William Ferguson and his wife, Eva Ferguson recorded in Deed Book 495 at page 520 of the Registry for Buncombe County, North Carolina.

That the property of the above parties upon which the continuing nuisance has been set up, maintained and operated lies alongside the entire Southern side of the property of the undersigned; that said continuing nuisance began in or around the month of July, 1954, when the said parties acting by and through their agents who acted in the due course and scope of their employment, commenced filling in or piling up dirt and rocks on the Livingston Street School property adjacent to the Southern line of the property of the undersigned until said dirt and rocks reached a height of about 10 feet at its easterly end and about 30-40 feet at its westerly end above the property of the undersigned so as to have a high wall or bank of dirt and rocks running along the Southern line of the property of the undersigned.

That said wall or bank of dirt and rocks was negligently built or piled up so that the dirt and rocks were loose and insecure and dirt and rocks were, and are, constantly caused to break loose and otherwise slough off and fall down said bank; that there is no structure or retaining wall constructed along the length of said bank to keep the dirt and rocks packed tightly against said bank or to prevent the dirt and rocks from breaking loose and sloughing from said bank ; that due to the negligence of said parties, there is no method provided for the drainage of land of the Livingston School property on said bank or in the proximity of said bank whereupon all rain water falling on said bank or in the proximity of it is caused to drain over said bank and, in so doing, to wash out consiierable amounts of dirt and rocks from said bank.

That due to the negligence of said parties, children are permitted to play upon the length of said bank and, thereby, considerable amounts of dirt and rocks are loosened from said bank and caused to slough off and fall from said bank.

That all of the dirt, rocks and water permitted to fall and wash from said bank are deposited upon the land of the undersigned in ever increasing amounts so that said bank has substantially extended its limits to cover portions of the land of the undersigned; also, particularly with each succeeding rain, said dirt, rocks and drain water are flooding onto the land of the undersigned and covering their land with great quantities of mud, silt, dirt, rocks and debris and are also entering the home of the undersigned which home is situate upon said land and filling the basement of the home with said mud, silt, dirt, rocks, debris and water.

That the aforesid appropriation covering and filling of the land of the undersigned has prohibited and curtailed the use of the land of the undersigned to the injury and damage of the undersigned and has decreased the fair reasonable market value of said land by at least 30%; that prior to the beginning of the operation of said continuing nuisance, the fair reasonable market value of said land was at least $5,000.00; that if said continuing nuisance is permitted to continue the land of the undersigned will continue to be injured and damaged by the appriation, covering and filling.

That, as the undersigned are informed and believe, the Livingston Street School property is composed of the following designated lots of land as shown on the tax maps of Buncombe County, North Carolina:

Ward 4, Sheet 11, Lots 143-148, 234-249

Ward 4, Sheet 8, Lots 294-297

That, pursuant to the authority of various Session Laws of the General Assembly of North Carolina, in particular Chapter 164 of the Session Laws of 1951, all of said property should be owned of record by the Asheville School Board; that from the deeds recorded in the office of the Register of Deeds for Buncombe County, North Carolina, it does not appear that the Asheville School Board is the record owner of all of said lots; that from said deeds of record it appears that said lots are owned by all of the above parties as follows:

Asheville School Board: Ward 4, Sheet 11, Lots 143-148 and Sheet 8, Lot 197.

City of Asheville: Ward 4, Sheet 11, Lots 243-247.

Board of Education of Buncombe County: Ward 4, Sheet 11, Lots 248 and 249 and Sheet 8, Lots 294-296.

That by reason of said property being owned by the above parties, the undersigned are informed and so believe that said continuing nuisance is being operated and maintained by all of said parties jointly, and, by reason of said joint operation, this notice of claim of injuries and damages is hereby filed against all of the above parties jointly and severally.

Wherefore, the undersigned, respectfully present this claim for 30% of $5,000.00 for damage to their land, and, also, respectfully request that said continuing nuisance be abated.

Sanford W. Brown
Attorney for W. M. Ferguson and wife, Eva Ferguson

North Carolina
Buncombe County

W. M. Ferguson, being first duly sworn, deposes and says:

That he is one of the claimants named in the foregoing notice; that he has read the said notice and knows the contents thereof; that the same is true of his knowledge except as to those matters and things as are therein set out upon information and belief, and as to those matters and things he believes it to be true.

W. M. Ferguson

Sworn to and subscribed before me this the 29 day of July, 1955.

George A. Gash
Notary Public (Seal)

My commission expires:
Sept. 7, 1955

Ordinance #383, being "AN ORDINANCE PROVIDING FOR WATER RATES AND CHARGES", was, upon motion of Councilman Sumner, seconded by Councilman McRary, unanimously passed on its second reading with the following vote:

Councilman Abernethy voted "aye" — Councilman McRary voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Presley voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, August 11, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, August 11, 1955, at 4:00 o'clock P. M. with Vice-Mayor W. I. Abernethy presiding. Present: Councilmen J. W. McRary, R. I. Presley, T. B. Sumner, F. M. Mulvaney, C. E. Morgan, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A claim for damages to property of Harley Church and wife, Mrs. Harley Church, in the amount of $1,757.50 was presented to the Council, and said claim was referred to the Corporation Counsel for investigation.

Asheville, N. C.
August 11, 1955

To:

Clarence E. Morgan, Earl W. Eller, Frank Mulvaney,
Walter Abernathy, Theodore Sumner, Robert I. Presley,
J. W. McCrary, Members of the City Council of the
City of Asheville, North Carolina

Gentlemen:

This is to advise you that on the 19th day of June, 1955, between the hours of 1 P. M. and 11:30 P. M., our home and certain property listed below were damaged by reason of the bursting and overflowing of a city storm sewer which was constructed beneath our home at 27 Chatham Road, Asheville, N. C.

On that date, by reason of the negligence of the City of Asheville, in improperly constructing and and maintaining said storm sewer, and by reason of its failure to keep the same free and cleared of debris, the water overflowed into our home and caused the following damage:

1 complete room (total loss)	$ 1,000.00
1 platform rocker	10.00
1 occasional chair	10.00
1 table model radio	10.00
1 chair	8.00
3 tables	32.00
1 clothes hamper	10.00
Christmas decorations	5.00
Toys	35.00
Furnace	67.50
28 parakeets destroyed at $15. each	420.00
13 parakeet eggs at $5. each	65.00
2 breeding parakeets killed at $37.50 ea.	75.00
1 foot locker	10.00
Total - - - -	$ 1757.50

By reason of the foregoing negligence, the undersigned have sustained damages in the amount of $1757.50 and hereby file this claim therefor with the City of Asheville, asking that the same be audited, approved and paid. This is to give the City Council of the City of Asheville notice of our claim pursuant to Sections 149 and 150 of the City Charter as contained in the Code of the City of Asheville, 1945 Edition.

This 11th day of August, 1955.

Harley Church

Mrs. Harley Church

Ordinance #383, being "AN ORDINANCE PROVIDING FOR WATER RATES AND CHARGES", was, upon motion of Councilman Sumner, seconded by Councilman McRary, unanimously passed on its third and final reading with the following vote:

Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Presley voted "aye" — Councilman Morgan voted "aye"
Councilman McRary voted "aye" — Vice-Mayor Abernethy voted "aye"

ORDINANCE NO. 383

AN ORDINANCE PROVIDING FOR WATER RATES AND CHARGES

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That on and after the 1st day of September, 1955 water rates and charges for use from the municipal water supply for consumers within the corporate limits of the City of Asheville shall be:

Minimum rate, per month $1.54 allowing 2,250 gallons
Next 27,750 gallons or fraction thereof used per month, 62¢ per 1000 gallons.
Next 170,000 gallons or fraction thereof used per month, 45¢ per 1000 gallons.
Next 300,000 gallons or fraction thereof used per month, 31¢ per 1000 gallons.
Next 4,500,000 gallons or fraction thereof used per month, 15¢ per 1000 gallons.
All water used over 5,000,000 gallons, 7½¢ per 1000 gallons.

One Cubic Foot Equals 7½ Gallons.

Section 2. That on and after the 1st day of September, 1955 water rates and charges for use from the municipal water supply for consumers outside the corporate limits of the City of Asheville shall be:

Minimum rate, per month $2.31 allowing 2,250 gallons
Next 27,750 gallons or fraction thereof used per month, $.93 per 1000 gallons.
Next 170,000 gallons or fraction thereof used per month, $.67½ per 1000 gallons.
Next 300,000 gallons or fraction thereof used per month, $.46½ per 1000 gallons.
Next 4,500,000 gallons or fraction thereof used per month, $.22½ per 1000 gallons.
All water used over 5,000,000 gallons, 7½¢ per 1000 gallons.

One Cubic Foot Equals 7½ Gallons.

Section 3. That the rates and charges for rent on meters owned by the City of Asheville connected with the municipal water supply shall be:

5/8"	10¢ per month	3"	$1.25 per month
3/4"	12¢ per month	4"	$2.00 per month
1 "	18¢ per month	6"	$4.50 per month
1 ½"	50¢ per month	8"	$6.50 per month
2 "	65¢ per month	12" Crest Meter	$7.00 per month

Section 4. That if any section, sub-section, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof. The Council of the City of Asheville hereby declares that it would have passed this ordinance and each section, sub-section, sentence, clause, phrase or portion of this ordinance irrespective to the fact that any one or more sections, sub-sections, sentences, clauses, phrases or portions be declared invalid.

Section 5. That all ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 6. That this ordinance shall be in full force and effect on and after the 1st day of September, 1955.

I move the adoption of the foregoing ordinance, this 28th day of July, 1955.

T. B. Sumner
COUNCILMAN

SECONDED BY: J. W. McRary
COUNCILMAN

Read, approved and adopted, this 11 day of August, 1955, to become effective on and after the 1st day of September, 1955.

E. W. Eller
MAYOR

APPROVED AS TO FORM:

Robt. W. Wells
CORPORATION COUNSEL

Margaret Simmons
CITY CLERK

Mr. Fred Sale, attorney for the Trustees of the estate of J. M. Westall, deceased, filed claim for damages in the amount of $516.00, which was referred to the Corporation Counsel for investigation.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

TO THE HONORABLE THE BOARD OF COUNTY COMMISSIONERS, BUNCOMBE COUNTY, N. C., AND THE CITY COUNCIL OF THE CITY OF ASHEVILLE, BUNCOMBE COUNTY, N. C.

NOTICE

The undersigned Trustees, under Declaration of Trust of the Estate of J. M. Westall, Deceased, respectfully show:

That under date of December 21, 1935, the Board of Financial Control of Buncombe County executed Deed with full covenants of seizen and warranty, which said Deed appears of record in the office of the Register of Deeds for Buncombe County in Record of Deeds 482, at Page 80, conveying to J. M. Westall the following described lands and premises, to-wit:

"Lying and being on the waters of South Reems Creek in Buncombe County, North Carolina, and bounded and more particularly described as follows:

BEGINNING on a stake, John Hyatt's SE corner and J. M. Westall's SW corner and runs thence with Westall's south line S. 62 deg. 26' E. 690 feet, East 776 feet to a stake; thence S. 20 deg. W. 675 feet to a stake in the North margin of the Scenic Highway; thence with the north margin of said highway N. 75 deg. W. 340 feet, N. 45 deg. W. 125 feet, North 20 deg. W. 150 feet, N. 45 deg. W. 150 feet, N. 70 deg. W. 250 feet, N. 72 deg. W. 250 feet, N. 50 deg. W. 275 feet; thence leaving said margin of said highway N. 29 deg. E. 220 feet to the BEGINNING, and containing 12.3 acres, more or less, and being that portion of the J. D. Murphy lands lying north of the Scenic Highway formerly belonging to J. P. Munday and now owned by the party of the first part hereto."

That under date of May 26, 1955, the undersigned as Trustees as aforesaid, executed contract for conveyance of said land, together with other lands belonging to the Estate at the stated consideration of Sixty ($60.00) Dollars per acre.

That upon survey being made and examination of title being had it was determined that at date of conveyance the Board of Financial Control was vested with title to only 4.8 acres instead of 12.3 acres as conveyed by the aforementioned Deed, resulting in loss to the Estate of J. M. Westall of 8.6 acres of the contract value of Five Hundred Sixteen and 00/100 ($516.00) Dollars.

That by virtue of Chapter 273 of the Laws of 1937, Page 253, the Board of Financial Control was abolished and all assets, real and personal of said Board, were vested in the City of Asheville and County of Buncombe as their interests then were made to appear.

That in addition to the foregoing cited Act of the General Assembly the Board of Financial Control under date of February 27, 1937, executed Deed to the City of Asheville and Buncombe County, which said deed appears of record in the office of the Register of Deeds for Buncombe County, North Carolina in Record of Deeds 480, at Page 98, conveying all such assets as were then vested in said Board of Financial Control as a result of collection of securities held by defaulting banks as collateral for deposits therein.

WHEREFORE, the undersigned hereby make claim for the loss sustained by payment in cash and request immediate action upon this claim.

This the 6th day of August, 1955.

Jack Westall
Trustee

Fred W. Sale
Trustee

There being no further business, the meeting was upon motion adjourned.

VICE-MAYOR

Margaret Simmons
CITY CLERK

Thursday, August 18, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, August 18, 1955, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen R. I. Presley, C. E. Morgan, T. B. Sumner, J. W. McRary, P. M. Milvaney, W. I. Abernethy, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A communication was received from the Town of Biltmore Forest containing a proposal for a water contract between said Town and the City of Asheville.

August 15, 1955

To the Mayor and Council of the City of Asheville,
City Hall,
Asheville, North Carolina.

Gentlemen:-

At a meeting of the Mayor and Commissioners of the Town of Biltmore Forest, August 9, 1955, authority was given to the Mayor of the Town to submit the following proposal to the City of Asheville with regard to the water. The Town of Biltmore Forest proposes that a contract be made and entered into between the Town and the City of Asheville which would provide:

1. That a 12 inch water main be installed to connect with the existing line of the City of Asheville on McDowell Street and to extend from that point to a point at the common city limit line of the City of Asheville and town limit line of Biltmore Forest near the intersection of Vanderbilt Road and Hendersonville Road.

2. That the Town of Biltmore Forest furnish and pay for the pipe required for the above main according to specifications which have been agreed upon by Mr. J. C. Walker, City Engineer, and Mr. Charles Mannel, Engineer for the Town, and the City install and maintain this main within the corporate limits of the City at its expense.

3. That the master meter be installed at the terminal point of the new main, to be constructed as above, near the intersection of Vanderbilt and Hendersonville Roads at the City limits.

4. That the City of Asheville agree to supply this line, at the meter, with a minimum of 750 gallons of water per minute and maintain the pressure at the highest safe working pressure, at the meter.

5. That the City of Asheville agree not to connect any lateral main leading off this newly constructed main referred to in Item 1 above without the written consent of the Town.

6. That in the event that another and better source of supply should become available by the City it would be agreed that a new connection might be made to the new and better source of supply, and that the connection on McDowell Street might be discontinued if no longer needed.

7. That the Town of Biltmore Forest connect the main to be provided as above to its own mains and thus provide for the distribution of water flowing through this new main to the Town of Biltmore Forest through the Town system, reselling the water purchased from the City of Asheville to the users in Biltmore Forest, and continue, as it does now, to provide the individual meters for the users within the Town, read the meters, and collect the water bills and meter rents and, of course, continue to maintain its own system.

8. In consideration of the outlined arrangement, under which the City would have the benefit of the new main, the cost of which would be largely contributed by the Town, enabling the City to sell larger amounts of water than heretofore, with the prospect of continued increasing sales of water for years to come and, as in the past, would have no expense of distribution of the water to private consumers, such as furnishing meters, reading meters, billing, collecting, bookkeeping, etc.; that the City agree to sell the water to the Town at the same rates prevailing within the City of Asheville.

9. That the contract be drawn and executed promptly and take effect as soon as executed and continue in force for a period of 25 years, with the privilege of renewal or extension.

The Town of Biltmore Forest is ready to make and enter into an agreement containing the foregoing provisions.

It would be greatly apporeciated if the City of Asheville would give this matter the earliest possible consideration and would advise the Town of Biltmore Forest as soon as possible whether or not this proposal is acceptable to the City.

Thanking you,

Yours very truly,

S/ Sheldon Leavitt
Sheldon Leavitt,
Mayor of Biltmore Forest.

The above communication was referred to the City Manager for development of facts and report to the Council.

Councilman McRary introduced a resolution electing members of the Planning and Zoning Commission for the City of Asheville, which was, upon motion of Councilman McRary, seconded by Councilman Morgan, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 285.

Mr. Lamar Gudger and Mr. Bruce Elmore, attorneys for Dock Roberts, Administrator of the Estate of Lewis Roberts, filed claim for damages for the death of Lewis Roberts in the amount of $35,000.00, which was referred to the Corporation Counsel for investigation.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE. NOTICE OF CLAIM

TO: The Honorable City Council and City Manager of the City of Asheville, North Carolina:

Notice is hereby given the City of Asheville, through City Council and City Manager, that on the 28th day of June, 1955, the claimant's intestate, Lewis Roberts, was killed by asphyxiation while attempting to rescue one Herman Banks, City employee, from sewer main approached by man hole in Patton Avenue at the intersection of Druid Drive in the City of Asheville; that said intestate was killed on said occasion by the carelessness and negligence of the City of Asheville, its agents, servants and employees; that the City of Asheville, its agents, servants and employees negligently caused, created and brought about the imminently hazardous situation requiring rescue of the said Herman Banks in that the said City of Asheville negligently failed and neglected to instruct its sewer maintenance employees of the danger of asphyxiation by sewer gas, carbon monoxid, hydrogen sulphide and other poisonous substances and compounds commonly found in confined air spaces of sewers and sewage systems, and in the following particulars and otherwise, failed and neglected to provide the said Herman Banks with a safe place to work and with safe tools, equipment and appliances wherewith to perform his work, in that it failed and neglected to provide the said Herman Banks, and its sewer maintenance employees, with equipment in general and approved use which would disclose the presence of sewer gas, carbon monoxid, hydrogen sulphide and other poisonous substances and compounds, failed and neglected to provide the said Herman Banks and its sewer maintenance employees with gas masks and breathing air equipment in general and approved use in repair and maintenance of sewers and sewage systems, failed and neglected to provide the said Herman Banks and its sewer maintenance employees with, instruct them in, and require them to use ropes, winches and other equipment reasonably necessary to afford escape from imminent peril of poisonous gas and other hazards inherent in their work, and negligently constructed man hole at intersection of Patton Avenue and Druid Drive without metal hand grips, of unreasonable depth, and of too narrow diameter to afford safe working conditions for sewer maintenance employees directed by the City of Asheville to work in said sewer main at the foot of said man hole; that the said City of Asheville, its agents, servants and employees were negligent in that they failed to warn claimant's intestate, an invitee of the said City of Asheville, of the presence of sewer gas, carbon monoxid, hydrogen sulphide and other poisonous compounds and gases confined in the aforesaid sewer main and man hole, and that the City of Asheville, its agents, servants and employees were negligent in that they failed and neglected to take reasonable and necessary precautions for the safety of claimant's intestate in lowering him into said man hole without adequate ropes and other devices to remove him therefrom, and without taking reasonable and necessary precautions to assure that he, the claimant's intestate, could and would be returned to the surface from said man hole before lowering him into said man hole, and that the negligence of the City of Asheville, its agents, servants and employees in the foregoing particulars and in carelessly and negligently performing other acts of negligence or omitting to perform other duties owed to claimant's intestate, all of which will be hereafter set out in detail in the event that a complaint is filed against said City, was the sole and proximate cause of the death of claimant's intestate.

That claimant's intestate was a comparatively young man, in vigorous health, and earning a substantial income at the time he was killed by the negligence of the City of Asheville, its, agents, servants and employees; that he had a long expectancy of life, and that his estate has suffered damages by reason of the loss of his life and his earning capacity in the sum of Thirty-five Thousand ($35,000.00) Dollars.

That this notice is given to conform to Chapter 121 of the Private Laws of North Carolina of 1931, being the Charter of the City of Asheville, and to conform to Chapter 16, Section 243 of the Private Laws of North Carolina of 1923, and to furnish the City of Asheville with notice of claim for damages against said City for the loss of life of claimant's intestate. The City of Asheville is further notified that if this claim for damages is not paid promptly suit will be instituted against the City of Asheville to recover the damages for the wrongful death of claimant's intestate caused by the carelessness and negligence of the City of Asheville, its agents, servants and employees.

You are further notified and requested to advise the attorney for the claimant, within the next ten days, what the governing authorities of the City of Asheville expect to do about this claim.

This the 18th day of August, 1955.

S/ Dock Roberts
Dock Roberts, Administrator of the
Estate of Lewis Roberts, Claimant

McLEAN, GUDGER, ELMORE & MARTIN

By S/ Lamar Gudger
Attorneys for Claimant.

There being no further business, the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

Thursday, August 25, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, August 25, 1955, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, J. W. McRary, W. I. Abernethy, T. B. Sumner, C. E. Morgan, R. I. Presley, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Councilman Abernethy introduced a resolution appointing two members to Board of Adjustment under Ordinance #322, which was, upon motion of Councilman Abernethy, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 286.

The Corporation Counsel discussed the laws relating to dogs, including state statutes and city ordinances, and stated that in his opinion there should be ample law to properly govern and regulate dogs.

The City Manager advised the Council of the present status of water service to areas outside the corporate limits of the city, and the Council discussed the city's future policy in this matter.

Action was deferred until the City Manager has discussed this situation with the County Commissioners.

There being no further business, the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

Thursday, September 1, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, September 1, 1955, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, W. I. Abernethy, J. W. McRary, T. B. Sumner, F. M. Mulvaney, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

WATER - SERVICE OUTSIDE CITY LIMITS

The City Manager advised the Council that he had conferred with the County Commissioners on the question of water service to areas outside the city limits and outside any water or sewer district, and the County has agreed to install, check and repair water meters in these areas upon payment in advance for said service, and to maintain water mains in the county but will not be responsible for upkeep of lateral lines to individual users. The City agreed to aid in enforcing the fee schedule for out-of-district sections by providing water cutoff service.

TRAFFIC - RECOMMENDATIONS OF WILBUR SMITH AND ASSOCIATES

The Director of Public Safety presented a report from Wilbur Smith and Associates, traffic engineers, containing recommendations to expedite the flow of traffic, and further recommending that no change be made in the no parking restrictions on Patton Avenue and College Street as requested in a recent petition to the City Council.

There being no further business, the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

Thursday, September 8, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, September 8, 1955, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, F. M. Mulvaney, T. B. Sumner, J. W. McRary, W. I. Abernethy, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

The City Manager presented the Audit Report of the City of Asheville Board of Alcoholic Control for the period ending June 30, 1955.

The City Manager presented the Audit Report of the Board of Tax Supervision for Buncombe County and the City of Asheville for the period ending June 30, 1955.

The City Manager presented the Annual Audit Report of the City of Asheville for the period ending June 30, 1955.

The City Manager presented a statement showing the budget position of the City of Asheville for the period ending August 31, 1955.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, September 15, 1955 - 4:00 o'clock P. M.

Because of the lack of a quorum, no meeting of the City Council was held on the above date.

MAYOR

CITY CLERK

Thursday, September 22, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, September 22, 1955, at 4:00 o'clock P. M. with Mayor F. W. Eller presiding. Present: Councilmen C. E. Morgan, T. B. Sumner, J. W. McRary, F. M. Mulvaney, R. I. Presley, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Mayor Eller announced that he had received a communication from Walter I. Abernethy submitting his resignation as a member of the City Council effective September 19, 1955.

September 19, 1955

Honorable F. W. Eller, Mayor,
and Members of the City Council,
Asheville, N. C.

Gentlemen:

I find it necessary to tender my resignation as a member of the City Council of the City of Asheville effective September 19, 1955, so that I can accept a full time position.

As you know, I have served as a member of the City Council since 1947, and I want to take this means of expressing to each member of the Council a sincere apreciation for the splendid relationship that has always existed between members of the Council in rendering the public service required of this body.

I wish the members of the Council every success.

Sincerely yours,

S/ Walter I. Abernethy

Walter I. Abernethy

Councilman Morgan moved that Mr. Abernethy's resignation be accepted with regret, and appreciation for his faithful service, which motion was duly seconded and unanimously adopted.

Councilman Sumner placed the name of Mr. William F. Algary in nomination for the office of City Councilman to fill the unexpired term of Mr. Abernethy, which motion was seconded by Councilman Presley. There being no further nominations a vote was taken and Mr. Algary was unanimously elected a member of the City Council. Whereupon, the oath of office was administered to Mr. Algary by Miss Margaret Simmons, City Clerk and Notary Public.

Councilman Morgan introduced a resolution authorizing Mayor to execute lease with

General Outdoor Advertising Company, which was, upon motion of Councilman Morgan, seconded by Councilman Sumner, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 287.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

THIS LEASE, made and entered into this 1st day of September, 1955 by and between the CITY OF ASHEVILLE, hereinafter called Lessor, and GENERAL OUTDOOR ADVERTISING COMPANY, hereinafter called Lessee;

W I T N E S S E T H:

That the Lessor hereby leases to Lessee, for and in consideration of the rental sum of $45.00 to it in hand paid by Lessee, receipt whereof is hereby acknowledged, the following described property in the City of Asheville:

Being Lot 45 as shown on a plat recorded in Deed Book 71 at page 474 in the office of the Register of Deeds for Buncombe County, N. C., reference to which said deed book and plat is hereby made for a greater certainty of description; said Lot 45 being an eastern portion of the lot designated as Lot 106, Ward 4, Sheet 4 on the tax maps of Buncombe County and the City of Asheville, and being the same lot as described in a deed to the City of Asheville dated October 6, 1917 and recorded in deed book 252 on page 481, Buncombe County records.

This lease is made for the specific purpose of allowing Lessee to erect and maintain on said property two panel signboards.

It is agreed between the parties hereto that if Lessor should deem it necessary to use the above mentioned lot for other purposes this lease shall then be void.

This lease shall be in force and effect for a period of one year from this date with the exception above made.

ATTEST:

Margaret Simmons
City Clerk

CITY OF ASHEVILLE

By E. W. Eller
Mayor

GENERAL OUTDOOR ADVERTISING COMPANY

By_____

Councilman Sumner introduced a resolution authorizing Mayor to execute quit-claim deed to Jack Westall and Fred Sale, Trustees under Declaration of Trust of the Estate of J. M. Westall, which was, upon motion of Councilman Sumner, seconded by Councilman McRary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 288.

AGREEMENT WITH JAMES E. ASHE,
CERTIFIED PUBLIC ACCOUNTANT

Councilman Presley introduced a resolution authorizing agreement between James E. Ashe, Certified Public Accountant, and City of Asheville, which was, upon motion of Councilman Presley, seconded by Councilman Morgan, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 289.

AGREEMENT, made this 16 day of September, 1955, in accordance with the requirements of the Public Laws of North Carolina, between JAMES E. ASHE of Asheville, North Carolina hereinafter known as the Party of the First Part, and CITY COUNCIL of CITY OF ASHEVILLE, NORTH CAROLINA, hereinafter known as the Party of the Second Part.

1. IT IS AGREED that the Party of the First Part shall conduct an audit of the accounts and records pertaining to the following funds and/or divisions of the Party of the Second Part: General City Operating, Water Operating, Sinking Funds, Capital Funds, and Revolving Fund for the period beginning July 1, 1955 and ending June 30, 1956 in accordance with the Standard Program of Audit Procedure attached hereto and made a part of this contract. (Authority for elimination or variations from the Standard Program of Audit Procedure must be obtained by the Governmental Unit from the Director of Local Government, in writing, before a contract is executed, and such eliminations, when approved by the Director of Local Government, must be stated hereunder with reference to the paragraph number designated in said Standard Program of Audit Procedure.)

2. Party of the First Part agrees that the services he has contracted to perform under this Contract shall be rendered by or under the personal supervision of competent accountants who will faithfully perform their work with care and diligence and report all irregularities, omissions and discrepancies in the accounts of the Party of the Second Part.

3. It is understood and agreed that should unusual conditions arise whereby the services of the Party of the First Part are necessary beyond the extent of the work contemplated and required under the Standard Program of Audit Procedure, such unusual conditions shall be referred to the Party of the Second Part, who shall instruct said Party of the First Part concerning such additional services, which shall be subject to the approval of the Director of Local Government.

4. The audit shall be started as soon after this contract is executed and approved as is agreeable to the Parties hereto and shall be completed and a written report thereon rendered within a reasonable time after the close of the fiscal period covered by this contract. One copy of said report shall be filed with the Director of Local Government.

5. In consideration of the faithful performance of the conditions covenants and undertakings herein set forth, the Party of the Second Part agrees to pay to the Party of the First Part upon approval by

the Director of Local Government, a fee of TWO THOUSAND SIX HUNDRED ($2,600.00) Dollars.

James E. Ashe, Certified Public Accountant
Party of the First Part

By James E. Ashe

City of Asheville
Party of the Second Part

By Weldon Weir
City Manager

Provision for the payment of the moneys to fall due under this agreement has been made by appropriation duly made or by bonds or notes duly authorized as required by the "County Fiscal Control Act, as amended.

County or Municipal Accountant
of Asheville, North Carolina

Councilman Mulvaney introduced Ordinance No. 384, being "AN ORDINANCE AMENDING ORDINANCE #376, BEING 'AN ORDINANCE REGULATING AND LIMITING VEHICULAR TRAFFIC AND PARKING IN CERTAIN AREAS IN THE CITY OF ASHEVILLE, AND ESTABLISHING ON CERTAIN STREETS OF THE CITY PARKING METER ZONES', BY PROVIDING FOR THE USE OF A TEN CENT COIN IN TWO HOUR PARKING METER ZONES".

Following a discussion, said ordinance was, upon motion of Councilman Mulvaney, seconded by Councilman McRary, unanimously passed on its first reading with the following vote:

Councilman McRary voted "aye"
Councilman Mulvaney voted "aye"
Councilman Presley voted "aye"
Councilman Algary voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

Mr. William Burrow, attorney for George Coggins, read a letter proposing an additional option for renewal of the present lease to George Coggins to December 31, 2050, and requesting the Council to pass a resolution authorizing the City Clerk to publish notice regarding making, executing and delivering amended lease to be considered by the Council on October 6, 1955.

During the discussion Councilman Sumner stated that he had no opposition to discussion of the project, but would oppose the fifty year option.

Following the discussion, the resolution was, upon motion of Councilman Morgan, seconded by Councilman Presley, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 page 290.

Councilman Morgan nominated Mr. Robert I. Presley for the office of Vice-Mayor to fill the unexpired term of Mr. Walter Abernethy, which nomination was seconded by Councilman McRary.

Councilman Presley stated that he would like to decline the nomination.

Whereupon, Councilman Sumner nominated Mr. Frank M. Mulvaney for the office of Vice-Mayor, which motion was duly seconded, and, there being no further nominations, a vote was taken and Mr. Mulvaney was unanimously elected as Vice-Mayor.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, September 29, 1955 - 4:00 o'clock P. M.

Because of the lack of a quorum, no meeting of the City Council was held on the above date.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, October 6, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, October 6, 1955, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen J. W. McRary, T. B. Sumner, C. E. Morgan, F. M. Mulvaney, R. I. Presley, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Ordinance No. 384, being "AN ORDINANCE AMENDING ORDINANCE #376, being 'AN ORDINANCE REGULATING AND LIMITING VEHICULAR TRAFFIC AND PARKING IN CERTAIN AREAS IN THE CITY OF ASHEVILLE, AND ESTABLISHING ON CERTAIN STREETS OF THE CITY PARKING METER ZONES', BY PROVIDING FOR THE USE OF A TEN CENT COIN IN TWO HOUR PARKING METER ZONES", was, upon motion of Councilman Mulvaney, seconded by Councilman McRary, unanimously passed on its second reading with the following vote:

Councilman McRary voted "aye"
Councilman Mulvaney voted "aye"
Councilman Presley voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

The City Manager presented a statement showing the budget position of the City of Asheville for the period ending September 30, 1955.

This being the date set by the Council to consider the request of George Coggins that his present lease for the property known as the Quarry Tract be extended, Mr. Burrow, attorney for Mr. Coggins, Mr. Chiott, and Mr. Coggins explained plans for the development of said property.

Mr. Herbert Miles, Mr. James S. Howell, and Mr. Harry Blomberg expressed opposition to the extension of said lease.

Following a discussion of this matter by members of the Council, Councilman Morgan moved that the matter be held open for further consideration at another meeting of the Council, which motion was duly seconded and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, October 13, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, October 13, 1955, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, W. F. Algary, R. I. Presley, J. W. McRary, F. M. Mulvaney, T. B. Sumner, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Ordinance No. 384, being "AN ORDINANCE AMENDING ORDINANCE #376, being 'AN ORDINANCE REGULATING AND LIMITING VEHICULAR TRAFFIC AND PARKING IN CERTAIN AREAS IN THE CITY OF ASHEVILLE, AND ESTABLISHING ON CERTAIN STREETS OF THE CITY PARKING METER ZONES', BY PROVIDING FOR THE USE OF A TEN CENT COIN IN TWO HOUR PARKING METER ZONES", was, upon motion of Councilman Mulvaney, seconded by Councilman McRary, unanimously passed on its third and final reading with the following vote:

Councilman McRary voted "aye"
Councilman Mulvaney voted "aye"
Councilman Presley voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Councilman Algary voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 384

AN ORDINANCE AMENDING ORDINANCE #376, BEING "AN ORDINANCE REGULATING AND LIMITING VEHICULAR TRAFFIC AND PARKING IN CERTAIN AREAS IN THE CITY OF ASHEVILLE, AND ESTABLISHING ON CERTAIN STREETS OF THE CITY PARKING METER ZONES", BY PROVIDING FOR THE USE OF A TEN CENT COIN IN TWO HOUR PARKING METER ZONES

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That Sections 3, 4 and 9 of Ordinance #376, being "AN ORDINANCE REGULATING AND LIMITING VEHICULAR TRAFFIC AND PARKING IN CERTAIN AREAS IN THE CITY OF ASHEVILLE, AND ESTABLISHING ON CERTAIN STREETS OF THE CITY PARKING METER ZONES", be and are hereby repealed, and the following sections be and are hereby enacted in lieu thereof:

"Section 3. Installation and operation of parking meters; time limit. For the purpose of regulating parking within the parking meter zone, as defined in Section 2, during the hours from 8 o'clock a. m. to 6 o'clock p. m., each day except Sunday, the Director of Public Safety is hereby authorized and directed to cause parking meters to be installed, placed and maintained within the parking meter zone, and to cause parking meter spaces to be designated and marked therein as traffic conditions require, as hereinafter provided. Such parking meters shall be placed upon the curb along side of or next to individual parking places to be designated as hereinafter provided. Each parking meter shall be so set as to show or display a signal that the parking space assigned to it is or is not in use. The Direc-

tor of Public Safety or such officials or other persons as he may select shall provide for the installation, ... lation, control, operation and use of the parking meters provided for in this section, and shall maintain said ... ers in good working condition.

Each parking meter shall be so set as to display a signal showing legal parking upon the deposit of ... five cent coin of the United States of America therein for a period of one hour for the part of the street upon ... which said meter is placed, for parking within a one hour parking meter zone, or a ten cent coin of the United ... States of America therein for a period of two hours for the part of the street upon which the meter is placed, ... parking therein for a period of two hours for the part of the street upon which the meter is placed, ... within a two hour parking meter zone; and each meter shall, when properly set as hereinafter provided for, ... in operation from the time of depositing said five cent coin or said ten cent coin until the expiration of the ... iods fixed by this section as the parking limits for the part of the street upon which said meter is placed ... the respective parking meter zones. Each parking meter shall also be so arranged that upon the expiration of ... parking limits it will indicate by mechanical operation and proper signal that the lawful parking periods as ... by this section have expired.

Section 4. How Parking Meter and Space to be Used; Overtime Parking. When any vehicle is parked ... any space along side of, next to, or in front of which is located a parking meter, the owner, operator, manager ... driver of said vehicle shall, upon entering the said parking space, immediately deposit a five cent coin in one ... hour parking meter zones, or a ten cent coin in two hour parking meter zones, and shall set said meter in accord ... with the instructions contained thereon; and the said parking space may then be used by such vehicle during the ... ing limits provided in Section 3 of this ordinance. If said vehicle shall remain parked in such parking space ... yond the period of one hour upon the deposit of a five cent coin within a one hour parking meter zone, or beyond ... period of two hours upon deposit of a ten cent coin within a two hour parking meter zone, the parking meter shall ... play a sign indicating illegal parking, and in that event such vehicle shall be considered parked overtime. It ... be unlawful for any person or operator to cause, allow, permit, or suffer any vehicle registered in his name, or ... der his control, to be parked overtime or beyond the lawful periods of time as above set forth.

Section 9. Use of slugs, etc., in Meters. It shall be unlawful to deposit or cause to be deposited ... in any parking meter any slug, device, or substitute for a five cent coin or a ten cent coin of the United States ... America."

Section 2. Severability. If any section or provisions, or parts thereof in this ordinance shall be ... judged invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the ... dinance as a whole or of any other section or provision or part hereof.

Section 3. Effective date. This ordinance shall be in full force and effect from and after fifteen ... of its final passage, as provided by law.

I move the adoption of the foregoing ordinance, this 22 day of September, 1955.

Frank Mulvaney
COUNCILMAN

SECONDED BY: J. W. McRary
COUNCILMAN

Read, approved and adopted, this 13 day of October, 1955, to become effective 28 day of October, 19...

E. W. Eller
MAYOR

APPROVED AS TO FORM:

Robt. W. Wells
CORPORATION COUNSEL

Margaret Simmons
CITY CLERK

A communication was received from Mr. E. B. Roberts requesting the Council to accept his resigna... as a member of the Planning and Zoning Commission.

Councilman Morgan moved that this resignation be accepted with regret, which motion was duly sec... onded and unanimously adopted.

Councilman Sumner introduced a resolution electing member of the Planning and Zoning Commission ... for the City of Asheville, which was, upon motion of Councilman Sumner, seconded by Councilman Morgan, unanimous... adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 291.

The Council again discussed the request of George Coggins that his present lease for the prop... erty known as the Quarry Tract be extended, and in this connection a letter was read from Mr. Coggins regarding ... his contract for the construction of a shopping center on this property.

Mr. James S. Howell spoke in opposition to the extension of said lease.

Following the discussion, Councilman Presley introduced a resolution authorizing City Clerk ... publish notice regarding making, executing and delivering lease to George B. Coggins, which was, upon motion of ... Councilman Presley, seconded by Councilman McRary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 292.

N O T I C E

NOTICE IS HEREBY GIVEN that the City Council of the City of Asheville will, at its regular ... meeting on the 27th day of October, 1955, consider making, executing and delivering to George B. Coggins a lease ... upon the following hereinafter described property for a lease term of Fifty-One years and Eight Months beginning ... January 1, 1956, and terminating August 31, 2007, upon the following rentals: Twelve Hundred ($1200.00) Dollars ... per year during the first twenty year period; Twenty-four ($2,400.00) Hundred Dollars per year during the next ...

ceeding twenty-five year period; and One Thousand ($1,000.00) Dollars per month during the next succeeding re... aining six year and eight month period, said property being described as follows:

Being the same property as shown on a plat entitled "Quarry Tract", which plat is recorded in the Office of the Register of Deeds for Buncombe County, North Carolina, in Plat Book 14, page 86, reference to which plat is hereby made for a more particular description of said property.

Excepting therefrom all that property described and conveyed, including the reservations therein contained, in and by those two deeds from the City of Asheville and County of Buncombe respectively to ASHEVILLE COTTON MILLS, dated January 7, 1943, and January 6, 1943 respectively, and recorded in the Office of the Register of Deeds for Buncombe County, N. C. in Deed Book 546 at page 570 and 572 respectively, reference to which said deeds is hereby made for a more particular description of said excepted property.

Subject, however, to the public right-of-way of the new Asheville-West Asheville Highway and Craven Street, and subject to the right-of-way of the Southern Railway and subject to the rights-of-way of the Carolina Power & Light Company.

There is also leased herewith, as a part of said premises, the properties conveyed to the City of Asheville by those certain deeds recorded in the Office of the Register of Deeds for Buncombe County, N. C. in Deed Book 754 at the following pages: 459, 460, 461, 466, 456, 457, 452, 442, 448, 451, 449 and 454.

Said lease provides that if the lessee shall fail to complete construction of a major shopping center on said ... remises on or before September 1, 1958, the lease will terminate on December 31, 2000.

A full copy of said prospective lease is on file in the office of the City Clerk for the City of Asheville.

MARGARET SIMMONS, City Clerk

Asheville Times: October 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

THIS LEASE, made and entered into this the ____ day of October, 1955, by and between the CITY OF ASHEVILLE, a municipal corporation, and the COUNTY OF BUNCOMBE, a body politic and corporate, as LESSORS, and GEORGE B. COGGINS, as LESSEE,

W I T N E S S E T H:

THAT the Lessors do hereby lease unto the Lessee, and the Lessee hereby accepts from the Lessors, the following property, lying and being in the City of Asheville, County of Buncombe and State of North Carolina, and more particularly described as follows:

Being the same property as shown on a plat entitled "Quarry Tract", which plat is recorded in the Office of the Register of Deeds for Buncombe County, North Carolina, in Plat Book 14, page 86, reference to which plat is hereby made for a more particular description of said property;

Excepting therefrom all that property described and conveyed, including the reservations therein contained, in and by those two deeds from the City of Asheville and County of Buncombe respectively to ASHEVILLE COTTON MILLS, dated January 7, 1943 and January 6, 1943 respectively, and recorded in the office of the Register of Deeds for Buncombe County, N. C. in Deed Book 546 at page 570 and 572 respectively, reference to which said deeds is hereby made for a more particular description of said excepted property.

Subject, however, to the public right-of-way of the new Asheville-West Asheville Highway and Craven Street, and subject to the right-of-way of the Southern Railway and subject to the rights-of-way of the Carolina Power & Light Company.

There is also leased herewith, as a part of said premises, the properties conveyed to the City of Asheville by those certain deeds recorded in the office of the Register of Deeds for Buncombe County, N. C. in Deed Book 754 at the following pages: 459, 460, 461, 466, 456, 457, 452, 442, 448, 451, 449 and 454.

This lease is executed upon the following terms and conditions:

1.

This lease shall be for a term of Fifty-One (51) Years and Eight (8) Months, commencing on the 1st day of January, 1956, and ending on the 31st day of August, 2007, at the rentals hereinafter set forth.

2.

During the first twenty year period of this lease and from the first day of January, 1956, to the 31st day of December, 1975, the Lessee shall pay to the Lessors an annual rental of Twelve Hundred ($1,200.00) Dollars per year, in advance, on or before the 1st day of January of each year during said twenty year period;

During the next succeeding twenty-five year period of this lease and from the first day of January, 1976, to the 31st day of December, 2000, the Lessee shall pay to the Lessors an annual rental of Twenty-Four Hundred ($2,400.00) Dollars per year, in advance, on or before the 1st day of January of each year during said twenty-five year period;

During the next succeeding six years and eight months period of this lease and from the first day of January, 2001, to the 31st day of August, 2007, the Lessee shall pay to the Lessors a monthly rental of One Thousand ($1,000.00) Dollars per month, in advance, on or before the first day of each month during said six year and eight month period.

3.

Lessee shall have the right, at any time during the term of this lease, to pre-pay any of the rentals which thereafter may become due, it being hereby agreed that said pre-payment of rentals may be made without penalty to the Lessee.

4.

Upon the termination of this lease by expiration or for any other cause, the Lessee, for a period of six months from and after such termination, shall have the right at his own expense to remove any and all machinery,

equipment and other personal property of every nature which he may have placed upon the premises during the

of this lease.

5.

At all times while there is no default in the performance of the provisions of this lease by the
see, the Lessee and his assigns shall have the right to grade and remove dirt and rock from the premises here
leased, to install thereon railway sidings, driveways, power lines, telephone lines, water and sewer lines,
age ditches, and otherwise use and improve the same in any manner as he may desire; provided, however, that
Lessee may not operate said premises or any part thereof as a quarry, and will not conduct or permit any
upon said premises except as may be necessary in the performance and completion of the Lessee's grading work
improvements upon said premises, which shall be done in a safe and proper manner and shall be done in such
will not endanger existing structures adjacent to or near said premises, and shall, if the Lessors so desire
arrange, be done under the supervision of the Engineering Department of the North Carolina Highway and Public
Commission. The Lessee hereby agrees to indemnify and save the Lessors harmless from all claims or actions
damage to person or property on account of any such blasting operations which may be conducted by or under
direction of the Lessee. It being the intention of the parties hereto that the Lessee shall have the full
to change the character of the use of the leased premises and to remove therefrom any improvements and to
struct thereon any improvements.

6.

If the Lessee should fail or neglect to make any payment of rent when due, or should otherwise
late the provisions of this lease, the Lessors may notify the Lessee in writing of such default, delivered
by registered mail to the last known address of the Lessee, and if such default is not corrected and made
sixty days from the receipt by the Lessee of such notice, or from the date of its mailing in the event it is
sonally delivered, the Lessors may thereupon and without further notice terminate this lease, and may re-enter
premises and expel the Lessee therefrom. Provided, however, that upon written notice to the Lessors that any
of the leasehold estate has been mortgaged or otherwise conveyed as security for a loan or loans that then in
event the Lessors agree that the same notice that is herein set forth shall be given to the mortgagee or the
que trust, and the mortgagee or cestui que trust shall have the same rights as the Lessee hereunder to cure
faults under the terms of this lease.

7.

The Lessors do hereby covenant and agree with the Lessee that, subject to the terms and
hereinabove set forth, the Lessee shall have and enjoy said premises during the term herein provided and
the term of the extensions hereof, free from the adverse claims of any and all persons whomsoever, except in
pect to such taxes as may be lawfully levied during the term hereof against or on account of any physical
ments erected by the Lessee upon the lands hereby leased, which taxes the Lessee agrees promptly to pay or
to be paid, and provided, further, that the Lessee shall also pay any and all City of Asheville and County of
combe taxes which may be lawfully levied and imposed upon the said land by any lawful authority during the
this lease. The Lessee shall have the right to assign, sublet or mortgage his leasehold interest hereunder
part thereof; and the Lessors hereby agree to recognize the rights of such assignees, sublessees or mortgagees,
provided due notice in writing is given to Lessors of such assignment, sublease or mortgage. Such recognition
ever shall at no time and in no manner require the assumption by such assignee, sublessee or mortgagee of the
bilities of the Lessee hereunder.

8.

It is expressly agreed that if the Lessee shall fail to complete construction of a major shop
and costing a minimum of one million dollars including grading, construction costs and fixture installation
center, with store or office rental space for at least fifteen tenants, on or before September 1, 1958, then
in that event this lease shall terminate on the 31st day of December, 2000. This provision shall have no
tion if Lessee's failure to complete the shopping center is caused by acts of God, including, but not
limited to flood, fire, tornado, and windstorm; riots; war, civil insurrection; strikes; governmental
any kind including rationing, declaration of national emergency, or other Federal, State, City, or County
or restriction; condemnation or other taking by governmental authority, quasi-governmental body, or public

9.

In the event of a partial or complete taking of the property herein leased or any part
of in condemnation proceedings or by any action of the State or Governmental authority or public utility
of the leasehold estate shall be paid to the Lessee or his assignees, and the Lessee reserves the right in
event to have the award or compensation first applied to the cost of restoring the improvements to any
affected thereby, except this Paragraph 8 shall not apply to the public right-of-way taken for the
Asheville Highway (also known as "new" Patton Avenue) just recently constructed.

10.

In the event of any dispute or controversy concerning any term or provision of this lease
Lessors and the Lessee do hereby state and represent that it is their mutual wish and desire that such
controversy should be adjusted and settled by arbitration under the procedure and machinery as provided by
General Statutes of North Carolina.

11.

This lease shall inure to the benefit of and be binding upon the parties hereto, their
cessors, heirs, executors, administrators, sublessees and assigns.

IN WITNESS WHEREOF, THE City of Asheville has caused these presents to be executed by
Eller, its Mayor, attested by Margaret Simmons, its Clerk, and its Corporation Seal to be hereunto affixed,
authority duly given, and the County of Buncombe has caused these presents to be executed by Coke Canaler,
of its Board of Commissioners, attested by George A. Digges, Jr., its ex-officio Clerk, and the Seal of said
to be hereunto affixed, all by authority duly given, and George B. Coggins has hereunto set his hand and
day and year first above written.

ATTEST:

CITY OF ASHEVILLE

_____
Clerk

By _____
Mayor

ATTEST:

COUNTY OF BUNCOMBE

_____
Register of Deeds and Ex-
Officio Clerk

By _____
Chairman, Board of Commis-
sioners

_____ (S

STATE CAROLINA
BUNCOMBE COUNTY

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify
that MARGARET SIMMONS personally appeared before me this day, who, being by me duly sworn, says that she knows the
Seal of the City of Asheville, North Carolina, and is acquainted with E. W. Eller, Mayor of said City, and that she,
the said Margaret Simmons, is the Clerk of the City of Asheville, a municipal corporation, and saw the said E. W.
Eller sign the foregoing instrument, and that she, the said Margaret Simmons, affixed said Seal to said instrument
and signed her name in attestation of said instrument in the presence of the said E. W. Eller.

WITNESS my hand and Notarial Seal, this the ____ day of October, 1955.

_____
Notary Public

My commission expires:

STATE CAROLINA
BUNCOMBE COUNTY

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify
that GEORGE A. DIGGES, JR. personally appeared before me this day, who, being by me duly sworn, says that he knows
the Seal of the County of Buncombe and is acquainted with Coke Canaler, who is Chairman of the Board of Commission-
ers of said County; that he, the said George A. Digges, Jr., is the Register of Deeds of Buncombe County and is Ex-
officio Clerk of the Board of Commissioners of said County, a body politic and corporate, and saw said Coke Candler
sign the foregoing instrument; that he, the said George A. Digges, Jr., affixed the common seal of said County to
said instrument and that he, the said George A. Digges, Jr., signed his name in attestation of the execution of said
instrument in the presence of said Coke Canaler.

WITNESS my hand and Notarial Seal, this the _____ day of October, 1955.

_____
Notary Public

My commission expires:

STATE CAROLINA
BUNCOMBE COUNTY

I, _____, a Notary Public in and for said County and State, do hereby certify that
GEORGE B. COGGINS personally appeared before me this day and acknowledged the due execution by him of the foregoing
instrument.

WITNESS my hand and Notarial Seal, this the ____ day of October, 1955.

_____
Notary Public

My commission expires:

_____

The Council discussed rates being charged by city operated and privately operated parking lots, and the
speeding of ambulances. The City Manager stated he would report to the Council on the parking lot rates, and the
Director of Public Safety was requested to discuss the matter of speeding of ambulances with the State Highway Patrol.

There being no further business, the meeting was upon motion adjourned.

ATTEST:

Margaret Simmons
CITY CLERK

Thursday, October 20, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, October 20, 1955, at 4:00 o'clock P. M. with Mayor
E. W. Eller presiding. Present: Councilmen R. I. Presley, J. W. McRary, F. M. Mulvaney, C. E. Morgan, T. B. Sumner,
City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

[illegible]

It was brought to the attention of the Council that the City of Asheville has no official colors,
and a communication was presented from the Pack Memorial Library recommending the colors blue and white. Whereupon,
upon motion of Councilman Morgan, seconded by Councilman Mulvaney, blue and white were unanimously adopted as the
official colors of the City of Asheville.

[illegible]

Colonel Leo A. Bessette, Executive Director of the Urban Renewal Commission, presented a progress
report of said Commission.

Mayor Eller thanked the Commission for the work they have accomplished.

There being no further business, the meeting was upon motion adjourned.

ATTEST:

Margaret Simmons
CITY CLERK

Thursday, October 27, 1955, - 4:00 o'clock P. M.

The City Council met in regular session Thursday, October 27, 1955, at 4:00 o'clock P. M. with Mayor
E. W. Eller presiding. Present: Councilmen C. E. Morgan, T. B. Sumner, R. I. Presley, W. F. Algary, F. M. Mulvaney,
J. W. McRary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A petition signed by thirteen property owners, representing thirty-five lots, in the new Lei Oak section off Lak shore Drive and Glenwood Circle, was presented requesting annexation by the City of Asheville.

The Council referred this petition to the City Manager.

Mr. J. L. Williams, attorney for Spray Cotton Mills, presented a petition requesting the City of Asheville to remove to some general burial ground certain graves located on a tract of land located in the City in the section west and northwest of the Cherokee Apartments.

The Council referred this petition to the City Manager.

Councilman Morgan introduced a resolution authorizing Mayor to execute lease with Trustees of the First Christian Church for certain property and lease with George A. Shuford and wife for certain property for operation combined and single off-street parking facility by the city, which was, upon motion of Councilman Morgan, seconded by Councilman Mahaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 293.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

L E A S E

THIS LEASE, made and entered into this 1st day of November, 1955, by and between C. F. CROW, R. F. HALL, CHARLES MASTERS, LESLIE JARVIS, AND MRS. M. H. STRAIN, as TRUSTEES OF THE FIRST CHRISTIAN CHURCH, Asheville, North Carolina, and their successors in office, hereinafter referred to as Lessors, and CITY OF ASHEVILLE, a municipal corporation of the State of North Carolina, hereinafter referred to as LESSEE;

W I T N E S S E T H:

THEREAS, said Lessee, City of Asheville, desires to operate and use as a single off-street parking facility for the convenience of the public the property of said Lessors, which is herein leased, together with the property of George A. Shuford and wife, Daphne Shuford, described as follows:

BEGINNING at a stake on the eastern or Northeastern margin of Vance Street at the Southwestern corner of a lot presently owned by John Brissey and wife, Elizabeth O. Brissey, and running along the Southern margin of said lot North 74 deg. 18' East 191 feet to a stake in the Southeastern corner of said lot owned by said Brissey; thence South 19 deg. 12' East 56 feet to a stake at the northeastern corner of a lot presently owned by Claude F. Lee and William F. Lee; thence running along the Northern margin of said lot South 74 deg. 18' West 180.2 feet to a stake in the Northwestern corner of said lot owned by said Lees and also being the Northeastern or Eastern margin of Vance Street; thence with said margin of Vance Street, North 20 deg. West 56 feet to the BEGINNING. Being the same land and premises as described in Deed Book 117, page 46. TOGETHER with the benefits and subject to the burdens of a common driveway or right of way for a 10 foot alley as described in Deed Book 77, page 40, said driveway being located on the Southern margin of the above described lot. And being Lot 116, Sheet 1, Ward 2, as shown on the Tax Maps.

EXCEPTION is made for that portion of the above described lot which has been apropriated by the City of Asheville for the widening of Vance Street.

NOW, THEREFORE, the Lessors, for and in consideration of the agreements, covenants, terms, and conditions hereinafter set forth to be done and performed by the Lessee, do hereby demise and lease unto the said Lessee the following described premises located in the City of Asheville, North Carolina, to-wit:

BEGINNING at a stake in the western margin of Oak Street, said stake being the Northeast corner of the First Christian Church property and being located North 19 deg. 12' West 254.8' from the intersection of the Western margin of Oak Street with the Northern margin of College Street and runs thence with the Northern line of the Church property South 73 deg. 32' West 170.9' to a stake, thence North 19 deg. 12' West 68.7' to a stake; thence North 70 deg. 26' East 170.8' to a stake in the Western margin of Oak Street; thence with said margin of said street South 19 deg. 12' East 78.2' to the BEGINNING. And being Lots 126, 126½, 127, Sheet 1, Ward 2, as shown on the Tax Maps.

1.

TO HAVE AND TO HOLD the above described premises unto said Lessee for a term of TWENTY-FIVE (25) years, beginning November 1, 1955, and extending until the 31st day of October, 1980, unless terminated at an earlier date as hereinafter provided.

2.

It is understood and agreed between the parties hereto that the Lessee shall operate on the premises hereby leased, and on the said premises of said George Shuford and wife as hereinbefore described, a single off-street parking lot, and shall conduct thereon operations auxiliary to the operations of a public parking lot and that said premises shall be used by the Lessee for no other purpose whatsoever, and in the event said premises shall cease to be used as a public parking lot this lease shall automatically terminate, excepting and providing that the premises herein leased and the said premises of said George Shuford and wife may be used as a parking lot free from any charge to the Lessors and to the members of said First Christian Church and to any person or persons at all times while attending any activity or function of said First Christian Church.

3.

It is understood and agreed between the parties hereto that the premises hereinafter referred to shall include both the property leased and described herein and the property hereinbefore described belonging to said George A. Shuford and wife, except as may be particularly distinguished.

The Lessee covenants and agrees as follows:

(a) That it will at its own expense level the premises so that the maximum use of the premises may be obtained for the purpose of an off-street public parking facility and make all necessary improvements thereon.

(b) That it will apply stone surface as necessary to the premises.

(c) That it will keep all improvements erected or placed on the premises in reasonable repair, and that any of said improvements located on the property hereby leased shall become the property of the Lessors at the termination of this lease.

(d) That it will supervise and operate the premises as a single off-street public parking lot in a prudent and businesslike manner, keeping proper records of all receipts from said operation, and that it will charge for parking the prevailing prices for parking in lots substantially located as the premises, except that the Lessors and the members of said First Christian Church and any person or persons while attending any activity or function of said First Christian Church may use said premises as a parking lot free of charge.

(e) That it will pay all utilities and expenses in connection with the use and operation of said premises as a parking lot during the term of this lease.

5.

It is further contracted and agreed between the parties hereto that at any time the said Lessors, their assigns and successors in office, shall have the additional right in their discretion in event they can show a bona fide arrangement to build a substantial structure on the property herein leased, or to sell all or any portion of the property herein leased, or in event the property hereinbefore described as belonging to George A. Shuford and wife ceases to be used by the City of Asheville as a public parking facility or the lease therefor terminated, to terminate this lease.

6.

It is further agreed between the parties hereto that the Lessee may not assign this lease or any portion thereof, or sub-let the premises hereby leased without written consent of the Lessors, their heirs and assigns, except to grant concessions for the conduct of operating which may be auxiliary to the use of the premises for a public parking lot.

7.

It is further agreed between the parties that if the Lessee at any time fails to keep and perform any of the covenants and agreements hereinbefore mentioned to be kept and performed by the said Lessee, then in that event the said Lessors, their assigns and successors in office, may at their option declare this lease cancelled and terminated after giving to the Lessee ten days written notice of their intention so to do, whereupon the said Lessors, their assigns and successors in office, may take possession of the premises hereby leased without legal process, and the Lessee agrees to surrender the premises to the Lessors, their assigns and successors in office.

8.

The Lessors hereby covenant and agree with the Lessee that, subject to the terms and conditions hereinabove set forth, the Lessee shall have and enjoy the premises hereby leased during the term herein provided free from the adverse claims of any and all persons whomsoever.

IN WITNESS WHEREOF, C. F. Crow, R. F. Hall, Charles Masters, Leslie Jarvis, and Mrs. M. H. Strain, as Trustees of the First Christian Church, Asheville, North Carolina, Lessors, have hereunto set their hands and seals; and the Lessee has caused this instrument to be executed in its name by its Mayor and attested to by its Clerk and its corporate seal attached, all under and by virtue of the authority duly granted by resolution adopted by the Council of the City of Asheville, this lease and the resolution authorizing same having been duly submitted to and approved as to form by its corporate counsel and all matters and things necessary and proper for the said City of Asheville to execute this contract having been duly and properly done.

This the day and year first above written.

_____ (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)
_____ (SEAL)
Trustees of the First Christian Church, Asheville, North Carolina

ATTEST:

_____
City Clerk

CITY OF ASHEVILLE
By _____
Mayor

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

L E A S E

THIS LEASE, made and entered into this 1st day of November, 1955, by and between GEORGE A. SHUFORD and wife, DAPHNE SHUFORD, hereinafter referred to as LESSORS, and CITY OF ASHEVILLE, a municipal corporation of the State of North Carolina, hereinafter referred to as LESSEE;

W I T N E S S E T H:

WHEREAS, said Lessee, City of Asheville, desires to operate and use as a single off-street parking facility for the convenience of the public the property of said Lessors, which is herein leased, together with the property of the Trustees of the First Christian Church, Asheville, North Carolina, described as follows:

BEGINNING at a stake in the western margin of Oak Street, said stake being the Northeast corner of the First Christian Church property and being located North 19 deg. 12' West 254.8' from the intersection of the Western margin of Oak Street with the Northern margin of College Street and runs thence with the Northern line of the Church property South 73 deg. 32' West 170.9' to a stake, thence North 19 deg. 12' West 68.7' to a stake, thence North 70 deg. 26' East 170.8' to a stake in the Western margin of Oak Street, thence with said margin of said street South 19 deg. 12' East 78.2' to the BEGINNING. And being Lots 126, 126½, 127, Sheet 1, Ward 2, as shown on the Tax Maps.

NOW, THEREFORE, the Lessors, for and in consideration of the rents, covenants and conditions hereinafter mentioned to be kept and performed by the Lessee, do hereby rent, demise and lease unto the said Lessee the following described premises located in the City of Asheville, North Carolina, to-wit:

BEGINNING at a stake on the Eastern or Northeastern margin of Vance Street at the Southwestern corner of a lot presently owned by John Brissey and wife, Elizabeth O. Brissey, and running along the Southern margin of said

lot North 74 deg. 12' East 181 feet to a stake in the Southeastern corner of said lot owned by said Brisseys; thence South 19 deg. 12' East 56 feet to a stake at the Northeastern corner of a lot presently owned by Claude [illegible] Lee and William E. Lee; thence running along the Northern margin of said lot South 74 deg. 18' West 180.2 feet to a stake in the Northwestern corner of said lot owned by said Lees and also being the Northeastern or Eastern margin of Vance Street; thence with said margin of Vance Street, North 20 deg. West 56 feet to the BEGINNING. Being the same land and premises as described in Deed Book 117, page 46. TOGETHER with the benefits and subject to the burdens of a common driveway or right of way for a 10 foot alley as described in Deed Book 77, page 40, said driveway being located on the Southern margin of the above described lot. And being Lot 116, Sheet 1, Ward 2, as shown on the Tax Maps.

EXCEPTION is made for that portion of the above described lot which has been appropriated by the City of Asheville for the widening of Vance Street.

1.

TO HAVE AND TO HOLD the above described premises unto said Lessee for a term of TWENTY-FIVE (25) years, beginning November 1, 1955, and extending until the 31st day of October, 1980, unless terminated at an earlier date as hereinafter provided.

2.

The Lessee agrees to pay as rental for the leased premises Forty-five (45%) per cent of all gross receipts which the Lessee may receive from the premises herein leased, and the premises hereinbefore described belonging to the said Trustees of the said First Christian Church, operated and used as a single off-street parking facility, from any commercial operation conducted thereon, payment to be made of such rental by the Lessee to the Lessors on or before the 10th day of each month for 45% of the gross receipts taken in by the Lessee during the preceding calendar month. It is understood and agreed between the parties hereto that the Lessee shall operate on the premises hereby leased and on the said premises of said Trustees of said First Christian Church a single off-street parking lot, and shall conduct thereon operations auxiliary to the operation of a public parking lot, and that said premises shall be used by the Lessee for no other purpose whatsoever, and in the event said premises shall cease to be used as a public parking lot for the causes and in the manner hereinafter set forth, this lease shall automatically terminate.

3.

It is understood that the premises herein leased and the said premises of said Trustees of said First Christian Church may be used as a parking lot free from any charge to the members of said First Christian Church and any person or persons at all times while attending any church activity or function of said First Christian Church.

4.

It is understood and agreed between the parties hereto that the premises hereinafter referred to shall include both the property leased and described herein and the property hereinbefore described belonging to said Trustees of said First Christian Church, except as may be particularly distinguished.

5.

The Lessee covenants and agrees as follows:

(a) That it will, at its own expense, raze and demolish, or cause to be razed and demolished all houses, buildings and structures which may be on said premises hereby leased, and will pay over to the Lessors any profits from the salvaged materials which are in excess of the expenses for so razing and demolishing said houses, buildings or structures.

(b) That it will, at its own expense, level the premises so that the maximum use of the premises may be utilized for the purpose set forth in paragraph 3 hereof and make all necessary improvements thereon.

(c) That it will keep all improvements erected or placed on the premises in good repair and that all improvements located on the property hereby leased shall become the property of the Lessors at the termination of this lease.

(d) That it will supervise and operate the premises as a public parking lot in a proper and business-like manner, keeping proper records of all receipts from said operation and that it will charge for parking the prevailing prices for parking in lots substantially located as the premises.

(e) That the Lessors shall have the right to inspect any records of the Lessee relating to the operation of said parking lot, or any receipts therefrom, and shall have the right to make any other investigation or check of said receipts which may be necessary and proper.

(f) That it will pay all utilities and expenses in connection with the use and operation of said parking lot during the term of this lease.

(g) That upon the completion of all the improvements and prior to beginning the operation of the parking lot above described, the Lessee shall furnish to the Lessors a statement showing the cost to the Lessee of the improvements made to or placed upon the property herein leased.

6.

It is further agreed between the parties hereto that in the event the said Lessors desire to erect on the premises hereby leased a substantial structure and show a bona fide arrangement of plans therefor, or the said Lessors shall sell any and all portions of said leased premises, then they, the said Lessors, their heirs, or assigns shall have the right in their discretion to terminate this lease, provided, however, that if the said Lessors terminate said lease for the causes in this paragraph contained the said Lessors shall pay to the said Lessee a sum equal to 25% of the cost of the improvements placed in the property owned by the Lessors by the said Lessee. After five (5) years no payment shall be made by the said Lessors to the said Lessee in the case said lease is terminated for any other cause not contained in this paragraph, nor for the causes in this paragraph set forth occurring after the period of five (5) years from date hereof.

7.

It is further agreed between the parties hereto that the Lessee may not assign this lease or any portion thereof, or sub-let the premises hereby leased without written consent of the Lessors, their heirs and assigns, except to grant concessions for the conduct of operating which may be auxiliary to the use of the premises for a public parking lot.

8.

It is understood by and between the parties hereto that if the Lessors' percentage of the gross receipts set forth herein shall fail to average the sum of One Hundred ($100.00) Dollars per month during any one

year for the life of this lease, then and in that event the said Lessors shall have the right to declare this lease null and void without cost to the Lessors for any improvements placed on said premises by the said Lessee. The said Lessors shall give ninety (90) days written notice to the said Lessee prior to the cancellation of said lease by reason of the provisions of this paragraph.

9.

It is further agreed between the parties that if the Lessee at any time fails to pay the rental above provided for within thirty days after the same shall become due, or shall fail to keep and perform any of the covenants or agreements which are hereinbefore mentioned to be kept or performed by the said Lessee, then and in either of the events hereinbefore specified the said Lessors, their heirs and assigns, may at their option declare this lease cancelled and terminated after giving to the Lessee ten days written notice of their intention so to do. Thereupon the said Lessors, their heirs and assigns, may take possession of the premises hereby leased without any legal process and the Lessee agrees to surrender the premises to the Lessors, their heirs and assigns, immediately.

10.

The Lessors hereby covenant and agree with the Lessee that, subject to the terms and conditions hereinabove set forth, the Lessee shall have and enjoy the premises hereby leased during the term herein provided for, free from the adverse claims of any and all persons whomsoever.

IN WITNESS WHEREOF, the Lessors have hereunto set their hands and seals; and the Lessee has caused this instrument to be executed in its name by its Mayor and attested to by its Clerk and its corporate seal attached, all under and by virtue of the authority duly granted by resolution adopted by the Council of the City of Asheville, this lease and the resolution authorizing same having been duly submitted to and approved as to form by its corporate counsel and all matters and things necessary and proper for the said City of Asheville to execute this contract having been duly and properly done.

This the day and year first above written.

_____(SEAL)
_____(SEAL)

Attest:

_____
City Clerk

CITY OF ASHEVILLE
By_____
Mayor

[illegible]

This being the date set by the Council to consider the request of George Coggins that his present lease for the property known as the Quarry Tract be extended, this matter was discussed briefly by the Council, following which Councilman Morgan introduced a resolution authorizing execution of new lease to George B. Coggins for quarry property, which was, upon motion of Councilman Morgan, seconded by Councilman Presley, adopted.

Complete copy of resolution will be found in Resolution Book 3 at page 294.

Complete copy of lease will be found in this book at pages 255, 256.

[illegible]

The City Manager advised that following the suggestion of the Council discussions have been had relating to the development of a city watershed site in the Pink Beds area of Pisgah National Forest, and without objection from the Council formal water-rights application would be filed, as part of a long-range plan for the City of Asheville.

[illegible]

The Council discussed the problem of teen-age delinquents, and commended Chief Sluder for his efforts in combatting this situation.

There being no further business, the meeting was upon motion adjourned.

[illegible]

Margaret Simmons
CITY CLERK

Thursday, November 3, 1955 - 4:00 o'clock P. M.

The City Council met in regular session November 3, 1955, at 4:00 o'clock P. M. with Mayor E. W. Miller presiding. Present: Councilmen W. F. Algary, F. M. Mulvaney, J. W. McRary, T. B. Sumner, R. I. Presley, [illegible] L. Morgan, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

CITY LIMITS--RESOLUTION TO CONSIDER ANNEXATION (Red Oak Road section)

Councilman Mulvaney introduced a resolution of notice that Council will consider extension of corporate limits to include certain territory, which was, upon motion of Councilman Mulvaney, seconded by Councilman Presley, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 3 at page 295.

SPRAY COTTON MILLS PROPERTY - REMOVAL OF GRAVES

Councilman Algary introduced resolution deeming it necessary to remove graves from Spray Cotton Mills land to a suitable cemetery, which was, upon motion of Councilman Algary, seconded by Councilman Morgan, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 3 at page 296.

The City Manager presented a statement showing the budget position of the city for the period ending October 31, 1955.

Colonel Leo A. Bessette, Chairman of the Asheville Beautification Commission, appeared before the Council and urged stricter enforcement of city sanitary ordinances, and the appointment of two full-time uniformed sanitary inspectors. Other speakers in support of these recommendations were Mr. Maurice Puckett, president of the Chamber of Commerce, Mr. Roy Booth, Chairman of the Urban Renewal Commission, Mr. Julian Brookshire of the Malvern Hills Community Club, Major T. A. Cox of the Montford Hills Club, Mr. P. F. Chamberlain of Lake View Park, Mrs. W. M. Morgan of the Parent Teachers Council, Mrs. L. J. Sapp and Mr. J. W. Haynes.

Mayor Eller thanked the speakers for their interest, and assured them that full consideration would be given to the recommendations.

There being no further business, the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Margaret Simmons
CITY

Thursday, November 10, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, November 10, 1955, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen T. B. Sumner, R. I. Presley, W. F. Algary, F. M. Mulvaney, C. E. Morgan, J. W. McRary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A claim for damages was filed by Mr. Marvin Glance, attorney for Mrs. Hazel Haynes, in the amount of $100.00, which claim was referred to the Corporation Counsel for investigation.

November 4, 1955

The Honorable Mayor and City Council,
of the City of Asheville,
City Hall,
Asheville, N. C.

Gentlemen:

I respectfully request that you accept this letter as and for the formal filing of claim for compensation for personal injuries sustained by my client, Mrs. Hazel Haynes--the proximate cause of said injuries being the City's negligence.

The facts are:

1. The injuries: Large bruise on forehead; puffed up, swollen and discolored (blackened) area resulting in considerable pain and unsightliness. Cuts and abrasion on hands entailing much bleeding. Sprained and bruised left foot.

2. The cause: On Monday, October 31, 1955, at about 10:30 A. M., Mrs. Haynes after making a purchase at B. & B. Pharmacy, proceeded in a Northward direction across Haywood Road, walking in the white cross-walk or pedestrian lane. Upon stepping up on the sidewalk and turning right or Eastwardly to go to her car parked a short distance away, struck her head against the traffic light control box on a pole at or near the corner of Haywood Road and Hanover Street Extension, causing her to fall with great force to the sidewalk and inflicting the injuries hereinabove set forth.

3. The negligence: The traffic light control box is installed at such a low point on the pole in question that pedestrians of normal or greater stature can not clear same without dodging or stooping.

My client has suffered pain, embarrassment, inconvenience and medical expense in this connection. She has, I think, every right to expect compensation from the City for same. I feel like I am being very modest and altogether reasonable is asking you to pay her the sum of One Hundred ($100.00) Dollars.

Kindly acknowledge receipt of this claim and advise me within apt time as to your action on the same.

Yours truly,

S/ J. Marvin Glance
J. Marvin Glance.

JMG/u
c-Hon. Robert W. Wells,
Corporation Counsel.

Councilman Mulvaney introduced a resolution authorizing the City Manager to advertise certain property belonging to the City of Asheville to be sold at public auction, which was, upon motion of Councilman Mulvaney, seconded by Councilman McRary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 297.

Councilman Morgan introduced a resolution appointing Robert F. Phillips as Commissioner Number

...er of the Sinking Fund Commission for Buncombe County, which was, upon motion of Councilman Morgan, seconded by Councilman Presley, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 298.

The City Manager presented a report on parking lots, including city-operated lots, showing the location of said lots and the rates charged, and this matter was discussed by the Council.

There being no further business, the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

Thursday, November 17, 1955 - 4:00 o'clock P. M.

Because of the lack of a quorum, no meeting of the City Council was held on the above date.

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

Thursday, November 24, 1955 - 4:00 o'clock P. M.

Because of the lack of a quorum, no meeting of the City Council was held on the above date.

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

Thursday, December 1, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, December 1, 1955, at 4:00 o'clock P. M. with Vice-Mayor F. M. Mulvaney presiding. Present: Councilmen R. I. Presley, T. B. Sumner, C. E. Morgan, J. W. McRary, W. F. Algary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A claim for damages was filed by McLean, Gudger, Elmore & Martin, attorneys for Patricia Cassada, in the amount of $25,000.00, which was referred to the Corporation Counsel for investigation.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

NOTICE OF CLAIM

To: The Honorable City Council and City Manager, City of Asheville, North Carolina:

Notice is hereby given the City Council and City Manager, and the City of Asheville, that on the 10th day of August, 1955, Patricia Cassada, of 65 Hillside Street, of the City of Asheville, was seriously and grievously injured while in and upon the Park operated and maintained by the City of Asheville known as "Montford Park", said Park lying between Montford Avenue, Panola Street and Cumberland Avenue; that Patricia Cassada, claimant, was injured by falling upon large and jagged rocks which were lying upon the bank located on the North side of said Park adjoining Panola Street; that said injury was caused by the City of Asheville, through its employees and servants, placing or allowing to be placed said large and jagged rocks along said bank, and by said City of Asheville failing to keep Montford Park properly illuminated and lighted to allow persons to safely enter and leave and use the facilities of said Park, which the City of Asheville maintained and provided for the citizens. The detailed statements as to the negligence of the City of Asheville will be set forth in a complaint against the City of Asheville in the event that the same is necessary, and the negligent acts of the City of Asheville constitute the sole and proximate cause of the injury to the claimant.

That the claimant is a young girl, 18 years of age, with a long life expectancy; that as a result of the City of Asheville's negligence she has suffered serious injuries, particularly her spleen has been ruptured and other serious internal injuries have been sustained, causing her to be confined in the hospital for over thirty days under the constant care of physicians, and she still remains under the care of her physicians. All to the great damage of this claimant in the amount of Twenty-Five Thousand ($25,000.00) Dollars.

That this notice is given to conform to Chapter 121 of the Private Laws of North Carolina of 1931, being the Charter of the City of Asheville, and to conform to Chapter 16, Section 243 of the Private Laws of North Carolina of 1923, and to furnish the City of Asheville with notice of claim for damages against said City for the injuries sustained by the claimant. The City of Asheville is further notified that if this claim for damages is not paid promptly suit will be instituted against the City of Asheville to recover the damages for the injuries sustained by the claimant caused by the carelessness and negligence of the City of Asheville, its agents, servants and employees.

You are further notified and requested to advise the attorneys for the claimant, within the next ten days, what the governing authorities of the City of Asheville expect to do about this claim.

This the 30th day of September, 1955.

McLEAN, GUDGER, ELMORE & MARTIN

By Henry C. Martin
Attorneys for Claimant

Received
September 11, 1955
Margaret Simmons
City Clerk

...TIES OF ...
... - A... ...MENT OF
... C. Tomlin

...er's Relief Fund, which was, upon motion of Councilman Morgan, seconded by Councilman McRary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 299.

Councilman Sumner introduced a resolution authorizing Mayor to enter into lease with Dr. John T. Codner which was, upon motion of Councilman Sumner, seconded by Councilman Presley, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 300.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1 day of December, 1955, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the LESSOR, and DR. JOHN T. CODNERE, of Buncombe County, North Carolina, hereinafter called LESSEE;

W I T N E S S E T H:

That the parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz: Rooms 400 and 401 containing 1464 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of one year beginning December 1, 1955 and ending November 30, 1956.

3. The Lessee shall pay the Lessor rent at the rate of One Dollar and Fifty ($1.50) per square foot per year, payable in equal monthly installments of $183.00 each in advance on the first day of each month beginning on the first day of December, 1955 and continuing for the period of this lease.

4. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

5. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

6. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

7. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, patients, guests, or employees.

8. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

9. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

10. In event the Lessee shall be recalled to active duty in the armed forces of the United States, Lessee may terminate this lease by giving reasonable notice in writing to the Lessor.

11. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations or requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time after terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN WITNESS WHEREOF, the said Lessor has caused these presents to be signed by E. W. ELLER, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

ATTEST:

Margaret Simmons
CITY CLERK

CITY OF ASHEVILLE

By E. W. Eller
MAYOR

(SEAL)

Councilman Algary introduced a resolution authorizing the calling of certain City of Asheville bonds and authorizing the Sinking Fund Commission for Buncombe County to publish notice in The Bond Buyer of New York, which was, upon motion of Councilman Algary, seconded by Councilman Presley, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 301.

The City Manager presented an Audit Report for the City of Asheville for the period ending September 30, 1955.

There being no further business, the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

Thursday, December 8, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, December 8, 1955, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, R. I. Presley, J. W. McRary, F. M. Mulvaney, T. R. Sumner, W. F. Algary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A petition signed by a number of property owners was presented to the Council requesting the City Council to maintain the residential zoning RA6 of the properties known as Laurel Loop, Wilshire Park and general area, running from Johnston Blvd. and Patton Ave. Highway to the Southern Railroad and the New Leicester Highway.

Councilman Morgan moved that this petition be referred to the Planning and Zoning Commission for study and recommendation, which motion was duly seconded and unanimously adopted.

Councilman Sumner introduced resolution authorizing the Mayor to execute landlord's consent agreement, which was, upon motion of Councilman Sumner, seconded by Councilman Morgan, unanimously adopted, subject to the City Manager and Corporation Counsel checking the sub-leases to see that the City assumes no undue obligation.

Complete copy of resolution will be found in Resolution Book 3 at page 302.

CONSENT AGREEMENT
(Ground Lessor)

THIS AGREEMENT, made and entered into as of this _____ day of _____, 1955, by and between the CITY OF ASHEVILLE, a municipal corporation, and the COUNTY OF BUNCOMBE, a body politic and corporate (hereinafter sometimes called the "Owner"), and W. T. GRANT COMPANY, a corporation of the State of Delaware, having a business office at No. 541 Broadway, Borough of Manhattan, City and State of New York (hereinafter sometimes called "Grant"),

W I T N E S S E T H:

To induce the execution by Grant of the within and foregoing sub-lease, dated August 31, 1955, between George Coggins, 419 Beaucatcher Road, Asheville, North Carolina, and Grant, covering premises known as WESTGAGE SHOPPING CENTER, located at Patton Avenue and Craven Street in the City of Asheville, County of Buncombe, State of North Carolina, and more particularly described as follows:

BEGINNING at a drilled hole in the concrete pavement of the Northern lane of U. S. Highway 19 & 23 at the intersection of said Northern lane of Highway 19 & 23 and Cliff Street in that section of the City of Asheville known as West Asheville, and running thence South 39 deg. East 13 feet to a cross mark in the pavement in the center of the right of way of U. S. Highway 19 & 23 and in the concrete cross-over between the Northern and Southern lanes of said Highway at said point; thence North 75 deg. 43' East with the center of said Highway right of way 283.4 feet to an iron stake; thence continuing on said same course with the center of said right of way 432.7 feet to an iron stake, the Western edge of the Rocky Mountain Bridge spanning the French Broad River; thence continuing on said same course with the center line of said Bridge 250 feet to a stake in the Eastern margin of Craven Street; thence turning and running with said margin of Craven Street North 1 deg. 25' West 5 feet to a stake; thence continuing on said course with said margin of Craven Street 147.4 feet to an iron pin; thence turning and running North 84 deg. 55' East 84 feet to a stake; thence North 11 deg. 10' West 48 feet to a stake; thence North 16 deg. West 205 feet to a stake; thence North 3 deg. 30' West 630 feet to a drilled hole in the concrete guard rail in the right of way of the Southern Railway; thence running North 53 deg. 17' East 126 feet to the Northwest end of a trestle on said right of way; thence running North 47 deg. 32' East 126 feet to an iron pin lying within the margins of said right of way; thence turning and running South 61 deg. 45' West 306 feet to an iron pin and nail in the Eastern margin of Cliff Street; thence turning and running with the Eastern margin of Cliff Street the following courses and distances: South 23 deg. West 120 feet to an iron pin; South 29 deg. West 71 feet to an iron pin; South 35 deg. 30' West 83 feet to an iron pin; South 16 deg. 30' West 97 feet to an iron pin; South 5 deg. 30' West 45 feet to an iron pin; South 8 deg. 30' East 37 feet to an iron pin; South 4 deg. West 91 feet to an iron pin; South 18 deg. 30' West 69.5 feet to an iron pin; South 16 deg. 45' West 74 feet to an iron pin; South 13 deg. East 30 feet to an iron pin; South 27 deg. 30' East 30 feet to an iron pin; South 39 deg. East 32.3 feet to an iron pin; South 36 deg. 30' East 50 feet to an iron pin; South 2 deg. 30' West 61 feet to an iron pin; South 3 deg. 15' West 110 feet to an iron pin; South 19 deg. West 30.5 feet to an iron pin; South 18 deg. 30' West 17 feet to an iron pin; thence with said margin of said Street South 18 deg. 30' West 337.6 feet to a drilled hole in the Northern lane of U. S. Highway 19 & 23, the point of BEGINNING.

Being part of the premises shown on that certain plat dated July 12, 1955, by Six Associates, Inc., Architects and Engineers, which said plat is recorded in the Office of the Register of Deeds for Buncombe County, North Carolina, in Plat Book 28 at page 43, to which plat reference is hereby made for a more particular description of said premises.

1. The Owner represents and agrees as follows:

(a) That it is the Landlord named under the Ground Lease dated June 8, 1950, subsequently amended by instrument recorded in said Register's Office in Deed Book 743 at page 523, and supplemented by further lease dated October 28, 1955, between the City of Asheville, a municipal corporation, the County of Buncombe, a body politic and corporate, Lessors, and George B. Coggins, Lessee, described and mentioned in Section 15 of said sub-lease, and that said Ground Lease is in full force and effect, and that there are no defaults thereunder;

(b) That it is vested with title in fee simple to the property described above, free and clear of all liens and encumbrances except the Ground Lease;

(c) That from and after the date of completion of the building to be occupied by W. T. Grant in the Westgate Regional Shopping Center on said property, and from and after the date of occupancy of said leased premises by Grant, it consents to the foregoing sub-lease and agrees that in the event of the cancellation, termination, expiration and/or surrender of the Ground Lease, the foregoing sub-lease shall be binding upon it and shall continue in full force and effect for the full unexpired term thereof as from time to time extended under the provisions of Section 5 of said sub-lease, and upon the cancellation, termination, expiration, and/or surrender of said Ground Lease, the Owner shall immediately become and be vested with all the rights and benefits of the Landlord under said sub-lease, and in that event the Owner hereby agrees to keep all of the terms, covenants and provisions of said sub-lease on the part of the Landlord therein to be kept and performed;

(d) That it agrees to, and hereby does waive and relinquish any and all rights or remedies, against Grant, pursuant to any lien, statutory or otherwise, that it may have against the property, goods or chattels of Grant in or on the demised premises.

2. GRANT hereby agrees to attorn to the Owner to the same extent and with the same force as though said sub-lease were a direct lease from the Owner to Grant.

3. THIS AGREEMENT shall be binding upon and inure to the benefit of the undersigned, their legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed under seal, the day and year first hereinabove written.

ATTEST:

CITY OF ASHEVILLE

_____
Clerk

By:_____
Mayor

ATTEST:

COUNTY OF BUNCOMBE

_____
Register of Deeds and Ex-Officio Clerk

By:_____
Chairman, Board of Commissioners

ATTEST:

W. T. GRANT COMPANY

_____
Secretary

By:_____
President

STATE OF)
COUNTY OF) SS

This the day of , 19 , personally appeared before me, , a Notary Public in and for the County and State aforesaid, who, being by me duly sworn, says that knows the Seal of the City of Asheville, North Carolina, and is acquainted with Mayor of said City, and that , the said , is the Clerk of the City of Asheville, a municipal corporation, and saw the said the foregoing instrument, and that , the said , affixed said Seal to said instrument and signed her name in attestation of said instrument in the presence of said .

WITNESS my hand and Notarial Seal, this the day and year last above written.

My commission expires:

_____
Notary Public

STATE OF)
COUNTY OF) SS

I, , a Notary Public in and for the aforesaid County and State, DO HEREBY CERTIFY that personally appeared before me this day, who, being by me duly sworn, says that knows the Seal of the County of Buncombe and is acquainted with , who is Chairman of the Board of Commissioners of said County; that , the said is the Register of Deeds of Buncombe County and is Ex-Officio Clerk of the Board of Commissioners of said County, a body politic and corporate, and saw said the foregoing instrument; that , the said affixed the common seal of said County to said instrument and that , the said signed his name in attestation of the execution of said instrument in the presence of said .

WITNESS my hand and Notarial Seal, this the day of , 19 .

My commission expires:

_____
Notary Public

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

THIS AGREEMENT, made this ____ day of _____, 1955, between the CITY OF ASHEVILLE, a municipal corporation (hereinafter called ASHEVILLE), the COUNTY OF BUNCOMBE, a body politic and corporate (hereinafter called BUNCOMBE), and GEORGE B. COGGINS, residing at 419 Beaucatcher Road, Asheville, North Carolina (hereinafter called COGGINSO, and DIANA SHOP OF ASHEVILLE, INC. (hereinafter called DIANA):

WHEREAS, ASHEVILLE and BUNCOMBE are the owners in fee of premises located in the City of Asheville, Buncombe County, North Carolina, which premises are more particularly described in a certain lease made and dated the 8th day of June, 1950, subsequently amended by instrument recorded in the office of the Register of Deeds for Buncombe County, North Carolina, in Deed Book 743 at page 523, and supplemented by further lease dated October 28, 1953, between ASHEVILLE and BUNCOMBE as landlords and COGGINS as tenant (which said leases are hereinafter sometimes called "over-lease"); and

WHEREAS, COGGINS is the present lessee of the entire premises covered by said over-lease; and

WHEREAS, COGGINS is about to enter into an agreement of sublease with DIANA for a portion of said premises but DIANA is unwilling to execute and deliver such sub-lease unless the within agreement is executed and delivered concurrently with said sub-lease;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants herein contained it hereby is agreed as follows:

1. ASHEVILLE and BUNCOMBE represent that the said over-lease made and dated the 8th day of June, 1950 and amendment and supplement thereto, as hereinabove referred to, is in full force and effect and that there are no defaults thereunder.

2. ASHEVILLE and BUNCOMBE agree that in the event of the cancellation, termination, expiration and/or surrender of the over-lease between ASHEVILLE and BUNCOMBE as landlords and COGGINS as tenant, the sub-lease between COGGINS and DIANA, heretofore executed, shall continue in full force and effect for the full unexpired term thereof, and in such event ASHEVILLE and BUNCOMBE hereby agree to keep all of the terms, covenants and provisions of the said sub-lease on the part of the landlord therein to be kept and performed, and DIANA hereby agrees thereupon to attorn to ASHEVILLE and BUNCOMBE to the same extent and with the same force as though said sub-lease were a direct lease from ASHEVILLE and BUNCOMBE to DIANA. ASHEVILLE and BUNCOMBE, however, shall not be liable for any default or breach or failure on the part of COGGINS to perform the terms of the said sub-lease for any claim arising out of or in connection with said sub-lease up to the time of the occurrence of the said cancellation, termination, expiration and/or surrender of the over-lease. ASHEVILLE and BUNCOMBE undertake only to keep and perform the terms, covenants and provisions of the said sub-lease as of and from the time of the occurrence of the said event or events of cancellation, termination, expiration and/or surrender, and as and from the time that DIANA takes possession of the premises following completion of construction, whichever occurs the later.

3. COGGINS agrees that in the event of the occurrence of any of the events of cancellation, termination, expiration and/or surrender of the over-lease, ASHEVILLE and BUNCOMBE shall immediately become and be vested with all of the rights and benefits of the "landlord" in the sub-lease between COGGINS and DIANA to be executed simultaneously herewith, and, for that purpose only, COGGINS shall assign to ASHEVILLE and BUNCOMBE all of his right, title and interest in the said sub-lease effective as of the occurrence of any of the said events. In the event, however, that COGGINS shall, upon the occurrence of any of the said events, fail to execute an assignment of said sub-lease to ASHEVILLE and BUNCOMBE, then this instrument shall be deemed to be an assignment thereof to ASHEVILLE and BUNCOMBE.

4. This agreement shall inure to the benefit of and be binding upon the undersigned and their respective successors and assigns.

IN WITNESS WHEREOF, the City of Asheville has caused these presents to be executed by E. W. Eller, its Mayor, attested by Margaret Simmons, its Clerk, and its Corporation Seal to be hereunto affixed, all by authority duly given; and the County of Buncombe has caused these presents to be executed by Coke Candler, Chairman of its Board of Commissioners, attested by George A. Digges, Jr., its ex-officio Clerk, and the Seal of said County to be hereunto affixed, all by authority duly given; and George B. Coggins has hereunto set his hand and seal; and Diana Shop of Asheville, Inc. has caused these presents to be executed by _____ its _____ and attested by _____ its _____ and its corporate seal hereunto affixed, all by authority duly given, this the day and year first above written.

ATTEST:

CITY OF ASHEVILLE

_____
Clerk

By:_____
Mayor

ATTEST:

COUNTY OF BUNCOMBE

_____
Register of Deeds and Ex-Officio Clerk

By:_____
Chairman, Board of Commissioners

_____ (SEAL)
GEORGE B. COGGINS

ATTEST:

DIANA SHOP OF ASHEVILLE, INC.

_____

By:_____

NORTH CAROLINA
BUNCOMBE COUNTY

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that MARGARET SIMMONS personally appeared before me this day, who, being by me duly sworn, says that she knows the Seal of the City of Asheville, North Carolina, and is acquainted with E. W. Eller, Mayor of said City, and that she, the said Margaret Simmons, is the Clerk of the City of Asheville, a municipal corporation, and saw the said E. W. Eller sign the foregoing instrument, and that she, the said Margaret Simmons, affixed said Seal to said instrument and signed her name in attestation of said instrument in the presence of the said E. W. Eller.

WITNESS my hand and Notarial Seal, this the ____ day of September, 1955.

My commission expires:

_____
Notary Public

NORTH CAROLINA
BUNCOMBE COUNTY

I, _____, a Notary Public in and for the aforesaid County and State, do hereby certify that GEORGE A. DIGGS, JR. personally appeared before me this day, who, being by me duly sworn, says that he knows the Seal of the County of Buncombe and is acquainted with Coke Candler, who is Chairman of the Board of Commissioners of said County; that he, the said George A. Digges, Jr., is the Register of Deeds of Buncombe County and is Ex-officio Clerk of the Board of Commissioners of said County, a body politic and corporate, and saw said Coke Candler sign the foregoing instrument; that he, the said George A. Digges, Jr., affixed the common seal of said County to said instrument and that he, the said George A. Digges, Jr., signed his name in attestation of the execution of said instrument in the presence of said Coke Candler.

WITNESS my hand and Notarial Seal, this the ____ day of September, 1955.

My commission expires:

_____
Notary Public

NORTH CAROLINA
BUNCOMBE COUNTY

I, _____, a Notary Public in and for said County and State, do hereby certify that GEORGE B. COGGINS personally appeared before me this day and acknowledged the due execution by him of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the ____ day of September, 1955.

My commission expires:

_____
Notary Public

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public in and for the aforesaid county and state, do hereby certify that _____ personally came before me this day and acknowledged that he is the duly elected, qualified and acting _____ of DIANA SHOP OF ASHEVILLE, INC., a corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its _____ sealed with its corporate seal, and attested by self as its _____, all in accordance with the order and authority of the Board of Directors of said corporation duly given.

WITNESS my hand and official seal, this the _____ day of September, 1955.

My commission expires:

_____
Notary Public

This being the date set by the Council to consider the extension of the corporate limits of the City of Asheville to include certain territory, all of the owners of property in said territory having petitioned for the same, and notice having been published as required by law, Councilman Mulvaney introduced Ordinance No. 385, being "AN ORDINANCE EXTENDING CORPORATE LIMITS OF THE CITY OF ASHEVILLE BY ANNEXING CERTAIN PROPERTY, which was, upon motion of Councilman Mulvaney, seconded by Councilman McRary, unanimously passed on its first reading with the following vote:

Councilman McRary voted "aye" — Councilman Algary voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Presley voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

The City Manager presented a statement showing the budget position of the city for the period ending November 30, 1955.

Mr. Charles Massey appeared before the Council and reported certain conditions in the City as they appeared to him.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, December 15, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, December 15, 1955, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, W. F. Algary, J. W. McRary, C. E. Morgan, T. B. Sumner, R. I. Presley, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

The City Manager and Corporation Counsel reported to the Council regarding the landlord's consent agreements to the sub-leases of George B. Coggins.

MEMORANDUM TO: Mayor and City Council

The undersigned, City Manager and Corporation Counsel, have, pursuant to request of Council at its last regular meeting, studied in detail the proposed consent agreements to be signed by the City, together with the short form and long form leases referred to therein, which said consent agreements consent to sub-lease of George B. Coggins to Diana Shop of Asheville, Inc. and W. T. Grant Company, said Coggins being lessee under leases with the City of Asheville and County of Buncombe, and that we have found and do report to the Council of the record that said consent agreements appear to be fair to the City of Asheville and impose no undue obligation upon it.

We are attaching hereto for filing with the office of the City Clerk with the resolution heretofore passed by the Council a summary and memorandum of the provisions of said sub-leases.

S/ Weldon Weir
Weldon Weir
City Manager

S/ Robt. W. Wells
R. W. Wells
Corporation Counsel

ORDINANCE NO. 385 - AN ORDINANCE

Ordinance No. 385, being "AN ORDINANCE EXTENDING CORPORATE LIMITS OF THE CITY OF ASHEVILLE BY ANNEXING CERTAIN PROPERTY", was, upon motion of Councilman Mulvaney, seconded by Councilman McRary, unanimously passed on its second reading with the following vote:

Councilman McRary voted "aye" — Councilman Algary voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Presley voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

There being no further business, the meeting was upon motion adjourned.

Margaret Simmons
CITY CLERK

Thursday, December 22, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, December 22, 1955, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, J. W. McRary, F. M. Mulvaney, W. F. Algary, T. B. Sumner, R. I. Presley, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Ordinance No. 385, being "AN ORDINANCE EXTENDING CORPORATE LIMITS OF THE CITY OF ASHEVILLE BY ANNEXING CERTAIN PROPERTY", was, upon motion of Councilman Mulvaney, seconded by Councilman McRary, unanimously passed on its third and final reading with the following vote: Councilmen McRary, Mulvaney, Presley, Algary, Sumner, Morgan, and Mayor Eller voted "aye"

ORDINANCE NO. 385

AN ORDINANCE EXTENDING CORPORATE LIMITS OF THE CITY OF ASHEVILLE BY ANNEXING CERTAIN PROPERTY

WHEREAS, all the owners of all the property hereinafter described and annexed to the City of Asheville have signed a petition requesting the governing body of the City of Asheville to annex such territory, which petition is on file in the office of the City Clerk of the City of Asheville; and

WHEREAS, such territory is a tract of land contiguous to the existing corporate limits; and

WHEREAS, public notice has been given by publication once a week for four successive weeks in a newspaper in Buncombe County with a general circulation in the City of Asheville describing by metes and bounds the territory to be annexed, thus notifying the owner or owners of the property located in such territory that a session of the legislative body of the City of Asheville will meet on December 8, 1955 for the purpose of considering the annexation of such territory to the City of Asheville, a municipality of North Carolina; and

WHEREAS, after due consideration the Council of the City of Asheville is of the opinion that it should adopt an ordinance extending the corporate limits of the City of Asheville by annexing thereto the tract or tracts of land hereinafter described; and

WHEREAS, Article 36 of Chapter 160 of the General Statutes of the State of North Carolina provides the authority and procedure for the extension of corporate limits such as herein done;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the corporate limits of the City of Asheville be and are hereby extended and enlarged by hereby annexing the territory and property described as follows:

In Buncombe County, North Carolina, BEGINNING at a stake in the Northern margin of Red Oak Road, and in the Southeast corner of Lot #18 as shown on Plat Book 26, page 56 recorded in the office of the Register of Deeds for Buncombe County, North Carolina, and in the presently existing City of Asheville Corporate Limit Line, and runs thence with said Corporate Limit Line, South 7 deg. 15' East 1057.0 feet to a stake in the Southern boundary line of Lot #13 as shown on Plat Book 23, page 23 recorded in the Office of the Register of Deeds for Buncombe County; thence with said Southern line of said Lot #13, North 89 deg. 05' West 655.2 feet to a stake in the southwest corner of said Lot #13; thence with the western boundary lines of Lots 13, 12 and 23 as shown on said Plat Book 23 at page 23, North 20 deg. 20' West 912.2 feet to a stake in common corner of said Lots 23 and 22 as shown on said Plat Book 23 at page 23; thence with the western boundary line and an extension thereof of said Lot 22, North 38 deg. 19' East 881.39 feet to a stake in the Northern margin of Red Oak Road, which stake is located South 38 deg. 16' West 7.91 feet from a concrete monument; thence with the Northern margin of Red Oak Road the following courses and distances, South 58 deg. 57' East 60 feet to a stake; thence South 34 deg. 57' East 44.64 feet to a stake; thence on a 157' radius curve 94.93 feet to a stake; thence South 0 deg. 18' East 155 feet to a stake; thence on a 421' radius curve 117.34 feet to a stake; thence South 16 deg. 10' East 28.16 feet to a stake; thence on a 65 foot radius curve 67.2 feet to a stake; thence South 75 deg. 19' East 123.98 feet to the BEGINNING. Reference is hereby made to said recorded plats for greater certainty of description.

Embraced within the above described boundary are some 34 lots which are designated on the Buncombe County Tax Maps, Ward 9, Beaverdam, Sheet 21, as Lots 202 (portion of), 203 to 212 inclusive, 213 (portion of), 215 to 218 inclusive, 271 to 275 inclusive, 275¼, 275½, and 275 3/4.

Section 2. That from and after the effective date of this ordinance the territory herein annexed and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Asheville, and shall be entitled to the same provisions and benefits as other parts of the City of Asheville, and the annexed territory shall be subject to municipal taxes levied for the fiscal year following the effective date of this annexation.

Section 3. That upon the effective date of this ordinance that a survey and accurate map of such annexed territory, together with a copy of this ordinance duly certified, be recorded in the office of the Register of Deeds of Buncombe County, North Carolina and in the office of the Secretary of State of North Carolina.

Section 4. That this ordinance shall become effective fifteen days from date of final passage.

I move the adoption of the foregoing ordinance, this 8 day of December, 1955.

Frank Mulvaney
COUNCILMAN

SECONDED BY: J. W. McRary
COUNCILMAN

Read, approved and adopted, this 22 day of December, 1955, to become effective 6 day of January, 1956.

APPROVED AS TO FORM:

E. W. Eller
MAYOR

Robt. W. Wells
CORPORATION COUNSEL

Margaret Simmons
CITY CLERK

Councilman Morgan introduced a resolution authorizing Mayor to execute quit-claim deed to Phillips Petroleum Company, which was, upon motion of Councilman Morgan, seconded by Councilman McRary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 3 at page 303.

The City Manager filed with the City Clerk detailed maps and written report on the Location and Functional Plan for the East-West Expressway as prepared by the North Carolina State Highway and Public Works Commission, and stated the Commission hoped to expedite this project as rapidly as possible.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, December 29, 1955 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, December 29, 1955, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen J. W. McRary, C. E. Morgan, W. F. Algary, R. I. Presley, P. M. Mulvaney, T. B. Sumner, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A claim for damages was filed by W. M. Styles, attorney for Helen Walsh, in the amount of $1,000.00, which claim was referred to the Corporation Counsel for investigation.

STATE OF NORTH CAROLINA,
BUNCOMBE COUNTY.

HELEN WALSH, :
:
vs :
: CLAIM FOR PERSONAL INJURIES.
CITY OF ASHEVILLE. :

Now comes HELEN WALSH of 6 Middlebrook Drive, Asheville, North Carolina and respectfully presents to the City Manager and Council of the City of Asheville, North Carolina her claim:

1.

That on or about 24 September, 1955, as she was crossing the intersection of Southside Avenue, Lexington Ave. and Church Street, in the City of Asheville, North Carolina, she slipped and fell to the pavment, a short distance from the East curb of the sidewalk on said intersection.

2.

That the cause of her fall was water and debris which had been allowed to accumulate for some considerable period of time.

3.

That the water which was the primary cause of the condition which brought about her fall complained of, had been allowed, as this claimant is advised, informed and believes, to run for a period of several weeks, coming on a leak under the pavment on Biltmore Avenue, some two or three blocks away and running down Biltmore Avenue to an Alley, then through the alley and into the East margin of Lexington Avenue and Church Street, then down the Street to a point where this claimant slipped and fell.

4.

That the public officials of the City of Asheville, knew, or by the exercise of reasonable diligence should have known of the leakage of the water as aforesaid and the dangerous condition created thereby, and were negligent in failing to discover this condition and correct it.

5.

That because of the fall as aforesaid, your claimant suffered injury to her spine and back, which necessitated securing medical attention, and caused your claimant much pain and suffering and disabling her for a period of time.

6.

That your claimant believes that said fall and injury has caused her such physical disability that medical treatment cannot completely cure her.

7.

That in addition to the injuries to her back your claimant was skinned and bruised on her arms and legs by said fall.

8.

That in accordance with the Ordinances of the City of Asheville your claimant therefore presents to the City Manager and Council of the City of Asheville, her claim in the sum of One Thousand ($1000.00) Dollars, for injuries she has suffered.

Respectfully submitted, this the 27th day of December, 1955.

S/ W. M. Styles
W. M. Styles,
Attorney for Claimant

Received December 27, 1955

Margaret Simmons
City Clerk

STATE OF NORTH CAROLINA,
BUNCOMBE COUNTY.

HELEN WALSH being first duly sworn deposes and says:

That she is the claimant in the above entitled cause; that she has read or hear read the foregoing claim and knows the contents thereof; that same is true of her own knowledge, except as to the matters and things therein stated upon information and belief and as to those matters she verily believes it to be, true.

Mrs. Helen Walsh
Claimant

Subscribed and sworn to before me this the 27th day of December, 1955.

Sallie Kate Davidson
Notary Public
My commission expires: 9/9/56

(Seal)

Councilman Mulvaney introduced a resolution appointing member of Board of Trustees of the Firemen's Relief Fund, which was, upon motion of Councilman Mulvaney, seconded by Councilman Morgan, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 304.

Councilman Presley moved that the Corporation Counsel be instructed to draw a resolution expressing regret at the death of County Commissioner George Young, which motion was seconded by Councilman Mulvaney and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, January 5, 1956 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, January 5, 1956, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. F. Algary, P. M. Mulvaney, T. B. Sumner, J. W. McRary, R. I. Presley, C. E. Morgan, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Councilman Morgan introduced a resolution authorizing Mayor to execute quit-claim deed to O. B. Powell, which was, upon motion of Councilman Morgan, seconded by Councilman McRary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 3 at page 305.

Councilman Sumner introduced resolution authorizing Mayor to enter into lease with Dr. B. H. Hartman for space in city building, which was, upon motion of Councilman Sumner, seconded by Councilman Presley, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 3 at page 306.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of January, 1956, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and DR. B. H. HARTMAN, of Buncombe County, North Carolina, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Rooms 6[illegible] ...", containing 893.48 square feet of floor space, in the building known as the City Hall Building, Asheville, ... Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of one year com... ning January 1, 1956 and ending December 31, 1956.

3. The Lessee shall pay the Lessor rent at the rate of One Dollar and 50/100 ($1.50) per squ... foot per year, payable in equal monthly installments of $111.36 each in advance on the first day of each month... beginning on the first day of January, 1956 and continuing for the period of this lease.

4. That the lessor shall erect such partitions for the occupancy of said space that are standa... partitions; but that any peculiar equipment such as sinks, drainages or medical equipment installed or any oth... partitions than standard partitions are to be installed or erected by the lessee herein named.

5. That the premises or any part thereof shall not be sub-let nor this lease assigned without ... prior written consent of the lessor.

6. That the lessor shall furnish standard janitor service, elevator service, heat, water and ... during the term of this lease when necessary, but the lessor shall not be liable for any failure thereof unless ... to gross negligence.

7. That if the demised premises shall be damaged by fire or other casualty without the fault ... negligence of the lessee the same shall be repaired at the expense of the lessor as speedily as possible, but ... the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent ... shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased pre... mises the lessor may at its option within thirty days from such destruction decline to rebuild said building or ... said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights ... of the parties hereto shall cease.

8. That the lessor shall maintain the said premises in good repair and tenantable condition dur... ing the period of this lease, except in case of damage arising from the act or negligence of the lessee, his agents, ... patients, guests or employees.

9. All alterations, partitions, additions, fixtures or other improvements made by either of the ... parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the ... lessee, shall be the property of the lessor and shall remain upon and be surrendered with the premises at the ter... mination of this agreement and lease.

10. In event the lessee shall be recalled to active duty in the armed forces of the United States ... the Lessee may terminate this lease by giving reasonable notice in writing to the lessor.

IN WITNESS WHEREOF, the lessor has caused these presents to be signed by E. W. Eller, its Mayor, ... attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the lessee has hereu... unto set his hand and seal the day and year first above written.

ATTEST:

CITY OF ASHEVILLE

Margaret Simmons
City Clerk

By E. W. Eller
Mayor

(Seal)

A resolution expressing regret at death of George D. Young was unanimously passed by the Coun... and a copy entered in the minutes and a copy given his family.

RESOLUTION EXPRESSING REGRET AT DEATH OF GEORGE D. YOUNG

WHEREAS, the recent death of George D. Young, Buncombe County Commissioner of Institutions, brin... sorrow to the members of the Council of the City of Asheville; and

WHEREAS, this Council desires to pay tribute to him for the outstanding public service he rend... the citizens of Asheville and Buncombe County as a public official;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

That this resolution expressing deep regret at the death of George D. Young be permanently ente... in the minutes of the governing body of the City of Asheville, and that a copy be given his family extending our ... sincere sympathy.

I move the adoption of the foregoing resolution.

Robert I. Presley
COUNCILMAN

SECONDED BY:

T. B. Sumner
COUNCILMAN

Frank Mulvaney
COUNCILMAN

C. E. Morgan
COUNCILMAN

J. W. McRary
COUNCILMAN

W. F. Algary
COUNCILMAN

Read, approved and adopted this 5th day of January, 1956.

APPROVED AS TO FORM:

E. W. Eller
MAYOR

Robt. W. Wells
Corporation Counsel

Margaret Simmons
CITY CLERK

Complete copy of resolution will also be found in Resolution Book 3 at page 307.

The City Manager presented statement showing the budget position of the city for the period ending Decem... ber 31, 1956.

There being no further business, the meeting was upon motion adjourned.

Margaret Simmons
CITY CLERK

Thursday, January 12, 1956 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, January 12, 1956, at 4:00 o'clock P. M. with ... Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, J. W. McRary, W. F. Algary, R. I. Presley, C. E. ... Morgan, T. B. Sumner, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A communication was received from Mr. Arnold H. Vanderhoof resigning as a member of the Advisory ... Board on Smoke Abatement, to take effect with the regular re-organization of the Board in January.

December 8, 1955

To the Honorable Mayor and City Council,
City Hall, Asheville, N. C.
Attn: City Manager.

Gentlemen Sirs:-

I hereby submit my resignation as a member of the Advisory Board on Smoke Abatement, to take effect with the regular re-organization of the Board which occurs at a meeting to be held early in January.

I have served as Chairman of the Board since its conception in January 1947 and it has been a pleas... ure and satisfaction to me. I will of course always follow with interest the activities of Smoke Abate... ment and lend my efforts to its future success.

Respectfully yours,

S/ Arnold H. Vanderhoof

cc: Judge Guy Weaver,
Chairman Citizens' Committee.
Office of Smoke Abatement.

A communication was received from Paul S. Jones resigning as chairman of the Municipal Board of ... Elections of the City of Asheville, effective as of January 1, 1956.

January 7, 1956

To the City Council,
City of Asheville,
Asheville, N. C.

Dear Sirs:

Due to the fact that I have accepted a position with the State of North Carolina, please accept my ... resignation as chairman of the Municipal Board of Elections of the City of Asheville to be effective as of Janu... ary 1, 1956.

Very truly yours,

S/ Paul S. Jones
Paul S. Jones

Councilman Morgan moved that these resignations be accepted with regret, which motion was sec... onded by Councilman McRary and unanimously adopted.

Councilman Presley introduced a resolution expressing appreciation to Arnold H. Vanderhoof, which ... was, upon motion of Councilman Presley, seconded by Councilman Algary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 3 at page 308.

Councilman Algary introduced resolution appointing three members of Advisory Board as created ... under Ordinance #310, which was upon motion of Councilman Algary, seconded by Councilman McRary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 3 at page 309.

Councilman Morgan introduced resolution appointing member of Municipal Board of Elections, ... which was, upon motion of Councilman Morgan, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 3 at page 310.

...City Manager presented the Annual Report of the Asheville Police Department.

...business coming before the meeting, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, January 19, 1956 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, January 19, 1956, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen J. W. McRary, T. B. Sumner, F. M. Mulvaney, W. F. Algary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Councilman Mulvaney introduced a resolution authorizing Mayor to enter into lease with Charles D. Franklin for certain property on Riverside Drive, which was, upon motion of Councilman Mulvaney, seconded by Councilman Sumner, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 311.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 19 day of January, 1956, by and between the CITY OF ASHEVILLE, party of the first part, hereinafter called LESSOR, and CHARLES D. FRANKLIN, party of the second part, hereinafter called LESSEE;

WITNESSETH:

That the Lessor does hereby lease to the Lessee, and the Lessee hereby accepts from the Lessor the following described property:

Lying and being in the City of Asheville, County of Buncombe, State of North Carolina, and more particularly described as follows: BEGINNING at a stake in the western margin of Riverside Drive, which said beginning stake is located South 20 deg. East 523 feet; thence South 15 deg. 50' East 43.1 feet from an iron pin in the western margin of said Riverside Drive, the southeast corner of Lot 1 of Block 1, as shown on plat 2 of the William Johnson Estate recorded in Plat Book 8 at page 26 in the office of the Register of Deeds for Buncombe County, N. C., said Lot 1 of Block 1 of said private plat being the same lot designated as Lot 28, Sheet 7, Ward 3 of the Buncombe County tax maps; runs thence from said beginning stake with said western margin of said Riverside Drive South 15 deg. 50' East 507.9 feet to a stake in the northeast corner of that property described in a lease from the party of the first part to Gus Johnson and J. H. Fritschy, D/BA Johnson's Auto Salvage dated 6-22-50; thence runs South 66 deg. 42' West 420 feet, more or less, with the northern boundary line of said property leased to said Johnson and Fritschy to a stake in the eastern bank of the French Broad River; thence runs in a northern direction with the eastern bank of said French Broad River 513.4 feet, more or less, to a stake in the eastern bank of said river; thence runs North 74 deg. 10' East 333 feet to the place of BEGINNING. Being a part of the land as described in a deed dated October 31, 1924 from French Broad Power Company to the City of Asheville, and being a part of the property described in a deed dated April 30, 1898 from A. C. Durham to City of Asheville, both recorded in the office of the Register of Deeds for Buncombe County, N. C. in deed book 295 at page 258 and deed book 105 page 388, respectively, and being also part of Lots 5, 6, 7, and 8, Sheets 10 and 11, Ward 3, Buncombe County Tax ...

This lease is executed upon the following terms and conditions:

1.

This lease shall be for a term of three years, commencing on the 1st day of November, 1956 and ending on the 31st day (inclusive) of October, 1959, and that Lessee shall have the right to renew this lease for an additional two years upon such terms and conditions as may be agreed upon between the parties hereto.

2.

The lessee shall pay the annual rental of $1919.76, payable in equal monthly installments of $159.98 on or before the 1st day of each and every month in advance.

3.

This lease is subject to any existing rights-of-way or easements for power or electrical purposes in the Carolina Power & Light Company, or for railway purposes in the Southern Railway Company, and lessor specifically reserves the right to grant a railway right-of-way for the purpose of maintaining two spur railway tracks along an approximately twenty foot wide strip of the hereinbefore described property fronting on Riverside Drive; and subject to the right and easement for a drainage ditch approximately 23.1 feet in width existing thereon, the use of which is specifically reserved by the lessor.

4.

This lease shall not be assigned or the leased premises sub-let without the written consent of the City Manager of the lessor.

5.

That the lessee upon the termination of this lease will surrender said premises in as good order and condition as they are in at the beginning of this lease, ordinary wear and tear excepted.

6.

That the lessee will make no unlawful or offensive use of the premises, and shall comply with all lawful ordinances and regulations of the City of Asheville now in force or hereafter adopted which in any manner affect the use of said premises.

7.

If during the term of this lease the leased premises are so damaged by flood, fire or other catastrophe or casualty as to render the same uninhabitable this lease shall terminate.

8.

The lessee shall erect a wooden fence to be set back forty feet from Riverside Drive in such manner that any unsightly objects or material on said premises are concealed from public view.

9.

Party of the second part may at any time during the term of this lease erect upon the demised premises such buildings or other improvements as he may elect, and on or before the termination of this lease remove the same, provided that at the time of such removal all installments of rent have been paid.

10.

If the lessee shall fail or neglect to make any payment of rent when due, or shall violate any of the provisions of this lease, the lessor without any other notice or demand may terminate this lease and require the lessee to vacate the premises hereby demised, or may enter the premises and expel the lessee therefrom, or the lessor may in lieu of the above or in conjunction therewith pursue any other lawful right or remedy incident to the relief created by this lease.

IN WITNESS WHEREOF, the said Lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the lessee has hereunto set his hand and seal, this the day and year first above written.

CITY OF ASHEVILLE

ATTEST:

By E. W. Eller
Mayor

Margaret Simmons
City Clerk

(SEAL)

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, January 26, 1956 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, January 26, 1956, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, R. I. Presley, T. B. Sumner, W. F. Algary, J. W. McRary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

...E JOHN A. GOODE - (RESOLUTION RE ...TH OF JOHN A. GOODE) - DEATH

A resolution regretting death of John A. Goode was unanimously passed by the Council, and a copy ordered in the minutes, and a copy given his family.

RESOLUTION REGRETTING DEATH OF JOHN A. GOODE

WHEREAS, the recent death of John A. Goode brings sorrow to each member of the Council of the City of Asheville; and

WHEREAS, it is the desire of the Council to formally recognize and praise the outstanding public services John Goode has rendered his city, county, state and nation as the Director of the Department of Civil Service and the presiding officer of the Civil Service Board of the City of Asheville from 1953 until the time of his death, Commissioner of Public Safety of the City of Asheville in 1930, member of the Buncombe County Board of Education in 1927, State of North Carolina Highway Commissioner for the Tenth District in 1945, Chairman of the National Fair Trade Commission, and Commissioner of the National Retailers Advisory Board to the National Defense Commission; and

WHEREAS, it is the desire of this Council to pay tribute to John A. Goode as a successful druggist and businessman, and civic leader, who was active and served his community as a most useful member of many various prominent organizations in the city, having been president of the Asheville Merchants Association, president of the Asheville Community Chest, and president of the Chamber of Commerce;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

That this resolution paying tribute to John A. Goode be entered in the minutes of the Council of the City of Asheville, and that a copy be given to his family expressing the sympathy of this Council upon his death.

I move the adoption of the foregoing resolution.

Theodore B. Sumner
COUNCILMAN

SECONDED BY: Frank Mulvaney
COUNCILMAN

Robert I. Presley
COUNCILMAN

J. W. McRary
COUNCILMAN

W. F. Algary
COUNCILMAN

C. E. Morgan
COUNCILMAN

lead, approved and adopted, this 26th day of January, 1956.

APPROVED AS TO FORM:

E. W. Eller
MAYOR

Robt. W. Wells
CORPORATION COUNSEL

Margaret Simmons
CITY CLERK

Complete copy of resolution will also be found in Resolution Book #3 at page 312.

Councilman Presley introduced a resolution appointing Director of Civil Service under Chapter ... of the 1953 Session Laws, which was, upon motion of Councilman Presley, seconded by Councilman Sumner, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 313.

The City Manager presented the Annual Report of the Fire Department, and called the attention ... the Council to the cost of answering fire alarms outside the city limits, and the advantages rural residents re... ceive by this service in regard to insurance rates.

Following a discussion, Councilman Algary moved that the Corporation Counsel be instructed to look into the legal factors of this question insofar as liability of the city is concerned, which motion was seconded by Councilman McRary and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, February 2, 1956 - 4:00 o'clock P. M.

The City Council of the City of Asheville met in Regular session at the City Hall in the City of Asheville, at 4:00 o'clock p. m., on Thursday, February 2, 1956.

The meeting was called to order by the Mayor and upon roll call, those present and absent were as follows:

Present: J. W. McRary, Frank M. Mulvaney, Robert I. Presley, W. F. Algary, T. B. Sumner, City Manager Weldon Weir, and Corporation Counsel Robert W. Wells

Absent: Clarence E. Morgan

The following resolution was introduced by T. B. Sumner, read in full and considered:

RESOLUTION

RESOLUTION REAFFIRMING NEED FOR LOW-RENT HOUSING

WHEREAS, it is the policy of this locality to eliminate substandard and other inadequate housing, to prevent the spread of slums and blight, and to realize as soon as feasible the goal of a decent home in a suitable living environment for all of its citizens; and

WHEREAS, the United States Housing Act of 1937, as amended provides that there shall be local determination of need for low-rent housing to meet needs not being adequately met by private enterprise; and

and WHEREAS, low-rent housing is needed to assist in meeting the housing goal of this locality;

WHEREAS, the application of the Housing Authority of the City of Asheville as required by said United States housing act, was heretofore approved by the Council of the City of Asheville on September 30, 1949;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ASHEVILLE AS FOLLOWS:

There still exists in the City of Asheville a need for low-rent housing at rents within the means of low-income families.

I move the adoption of the foregoing resolution.

T. B. Sumner
COUNCILMAN

SECONDED BY: Frank Mulvaney
COUNCILMAN

Read, approved and adopted, this 2 day of February, 1956.

APPROVED AS TO FORM:

E. W. Eller
MAYOR

Robt. W. Wells
CORPORATION COUNSEL

Margaret Simmons
CITY CLERK

Councilman Sumner moved that the foregoing resolution be adopted as introduced and read, which motion was seconded by Councilman Mulvaney, and the "Ayes" and "Nays" were as follows:

AYES

Councilmen McRary, Mulvaney, Presley, Algary, Sumner, Mayor Eller

NAYS

None

The Mayor thereupon declared said Resolution unanimously adopted.

Complete copy of resolution will also be found in Resolution Book #3 at page 314.

The City Manager presented a proposal to lease certain property on Riverside Drive for use as an ... used parts and junk yard, and stated that without objection of the Council this lease would be prepared for ...sideration at the next meeting of the Council.

The Reverend Arthur H. Brimley appeared before the Council and suggested consideration be given ...ption of an ordinance requiring a permit to cut down trees.

Following a discussion, the City Manager stated the city would seek information from the League ... municipalities in regard to model ordinances on the subject.

There being no further business, the meeting was upon motion adjourned.

CITY CLERK

Thursday, February 9, 1956 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, February 9, 1956, at 4:00 o'clock P. M. with ... E. W. Eller presiding. Present: Councilmen R. I. Presley, J. W. McRary, F. M. Mulvaney, W. F. Algary, C. E. ...rgan, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Councilman McRary introduced a resolution authorizing Mayor to enter into lease with Jack Davis ...r certain property on Riverside Drive, which was, upon motion of Councilman McRary, seconded by Councilman Mulvaney, ...nimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 315.

...TE OF NORTH CAROLINA,
...NTY OF BUNCOMBE.

L E A S E

THIS LEASE, made and entered into this 9 day of February, 1956, by and between the CITY OF ASHE...LLE, party of the first part, hereinafter called LESSOR, and JACK DAVIS, party of the second part, hereinafter call...d LESSEE;

W I T N E S S E T H:

That the Lessor does hereby lease to the Lessee, and the Lessee hereby accepts from the Lessor, ...e following described property:

...ate and being in the City of Asheville, County of Buncombe, State of North Carolina, and more particularly described ...s follows: BEHINNING at a stake in the western margin of Riverside Drive, which said beginning stake is located South ...3 deg. East 523 feet; thence South 15 deg. 50' East 43.1 feet from an iron pin in the western margin of said Riverside ...ive, the southeast corner of Lot 1 of Block 1, as shown on plat 2 of the William Johnson Estate recorded in Plat Book ...1 at page 26 in the office of the Register of Deeds for Buncombe County, N. C., said Lot 1 of Block 1 of said private ...at being the same lot designated as Lot 28, Sheet 7, Ward 3 of the Buncombe County tax maps, which said beginning ...ake is in the northeast corner of that property described in a lease from the City of Asheville to Charles D. Frank...lin, dated January 19, 1956; runs thence from said beginning stake with said western margin of said Riverside Drive ...north 15 deg. 50' west 43.1 feet to a stake; thence continuing with said western margin of Riverside Drive north 20 ...deg. 50' west 256.9 feet to a stake; thence south 74 deg. 10' west 300 feet, more or less, to a stake in the east bank ...of the French Broad River; thence in a southern direction with the east bank of said French Broad River 300 feet, more ...or less, to a stake in the east bank of said river; thence North 74 deg. 10' east 533 feet, more or less, to the place ...of BEHINNING, being a part of the property described in deeds to the City of Asheville recorded in deed book 295 at ...page 258 and deed book 105 at page 388 in the office of the Register of Deeds for Buncombe County, N. C., and being a ...part of the lots designated as Lots 7 and 8, Sheet 10, Ward 3 Buncombe County tax maps.

This lease is executed upon the following terms and conditions:

1.

This lease shall be for a term of three years, commencing on the 1st day of February, 1956, ...and ending on the 31st day (inclusive) of January, 1959.

2.

...99.00 on or before the 1st day of each and every month in advance; provided that there presently exists on a large ...portion of the premises herein leased a large stock pile of rocks and gravel owned by the State of North Carolina, and ...which rocks and gravel are being intermittently removed therefrom by the North Carolina State Highway and Public Works ...Commission and being placed on state roads as needed, and it is contemplated that all of said stock pile will be re...moved not earlier than July 1, 1956 and not later than September 1, 1956, and the demised premises are subject to said ...stock pile, but said annual rental and said monthly installments thereof are hereby reduced fifty (50%) per cent until ...said stock pile is removed as hereinbefore set out.

3.

...purposes in the Carolina Power & Light Company, or for railway purposes in the Southern Railway Company, and lessor ...specifically reserves the right to grant a railway right-of-way for the purpose of maintaining two, one lead and one

rour, railway tracks along an approximately twenty foot wide strip of the hereinbefore described property fronti
on Riverside Drive.

4.

This lease shall not be assigned or the leased premises sub-let without the written consent of the C
Manager of the lessor.

5.

That the lessee upon the termination of this lease will surrender said premises in as good order and
dition as they are in at the beginning of this lease, ordinary wear and tear excepted.

6.

That the lessee will make no unlawful or offensive use of the premises, and shall comply with all l
ordinances and regulations of the City of Asheville now in force or hereafter adopted which in any manner affec
use of said premises.

7.

If during the term of this lease the leased premises are so damaged by flood, fire or other catastr
or casualty as to render the same uninhabitable this lease shall terminate.

8.

The lessee shall erect a wooden fence to be set back forty feet from Riverside Drive in such manner
any unsightly objects or material on said premises are concealed from public view.

9.

Party of the second part may at any time during the term of this lease erect upon the demised pre
such buildings or other improvements as he may elect, and on or before the termination of this lease remove the
provided that at the time of such removal all installments of rent have been paid.

10.

If the lessee shall fail or neglect to make any payment of rent when due, or shall violate any o
provisions of this lease, the lessor without any other notice or demand may terminate this lease and require th
lessee to vacate the premises hereby demised, or may enter the premises and expel the lessee therefrom, or the l
may in lieu of the above or in conjunction therewith pursue any other lawful right or remedy incident to the re
created by this lease.

IN WITNESS WHEREOF, the said Lessor has caused these presents to be signed by E. W. Eller, its M
attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the lessee has hereu
set his hand and seal, this the day and year first above written.

CITY OF ASHEVILLE

ATTEST:

By E. W. Eller
Mayor

Margaret Simmons
City Clerk

(SEAL)

The City Manager presented the statement showing the budget position of the city for the period endi
January 31, 1956.

Colonel Leo A. Bessette, Executive Director of the Urban Renewal Commission, presented a progress
port of said Commission, containing, among other things, a recommendation that a Metropolitan City-County Planni
Commission be created, which is a basic requirement to obtaining federal grants and loans for urban renewal, and
this recommendation had also been submitted to the County Commissioners. Mr. Roy Booth, Chairman of the Commis
also spoke briefly.

Mayor Eller thanked the Commission for the work they are doing.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY

Thursday, February 16, 1956 - 4:00 o'clock

Because of the lack of a quorum, no meeting of the City Council was held on the above date.

MAYOR

CITY CL

The City Council met in regular session Thursday, February 23, 1956, at 4:00 o'clock P. M. w
Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, T. B. Sumner, F. M. Mulvaney, W. F. Algary, J.
McRary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A claim for damages for personal injuries was filed by J. Scroop Styles, attorney for Mrs. A
Ruth Rhew, in the amount of $700.00, which was referred to the Corporation Counsel for investigation.

Honorable Council of City of Asheville, N. C.
Mr. Welch Weir, City Manager of the City of
Asheville, North Carolina.

Gentlemen:

On February 20, 1956 at about 7:30 P. M. Mrs. Ann Ruth Rhew, of 26 Harrison Street, Asheville, N. C. was walking West, on the left hand side of Cherry Street, in said City, approaching Montford Avenue; where she fell over some rocks, bruising her face, bending her glasses, and scratching the lens against the gravel, rendering them unfit for use. Her left knee, just under her knee cap was bruised and lacerated. Her instep of left foot was sprained and bruised. She now suffering considerable pain in her shoulder an arm.

From the information given me, the City of Asheville was very negligent in permitting this pile of rocks to remain on its sidewalk for some time prior to this accident.

I am therefore, filing claim for injuries and damages to this woman, and ask that you refer this matter to the proper authorities, and report to me, at your first convenience, the result of your investigation, and whether or not you will consider adjustment of the damages, which she claims is approximately Seven Hundred ($700.00) Dollars.

This 22nd day of February, 1956.

S/ J. Scroop Styles
J. Scroop Styles
Attorney for Mrs. Ann Ruth Rhew

Councilman McRary introduced a resolution requesting county-wide advisory vote relating to fluoridation of public water supply.

Miss Fannie McCoy presented a letter opposing the flucridation of the water system and asking that this question not be considered by a vote of the people, which letter is on file in the office of the City Clerk.

Whereupon, upon motion of Councilman McRary, seconded by Councilman Algary, said resolution was unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 316.

DEPARTMENT OF ENGINEERING

The City Manager reported to the Council on recent conferences held with Mr. Herbert Spencer, District Airport Engineer of the Civil Aeronautics Administration, and recommended to the Council the employment of an engineering firm for a study of the airport facilities and an estimated cost of construction of a modern airport.

Following a discussion, Councilman Morgan introduced a resolution authorizing the City Manager to employ an engineering firm for a study of the airport facilities and an estimated cost of the construction of a modern airport to serve the City of Asheville, which was, upon motion of Councilman Morgan, seconded by Councilman Algary, adopted by the Council with no dissenting vote.

Complete copy of resolution will be found in Resolution Book #3 at page 317.

Mr. Myron Peterson, President of the Chamber of Commerce, speaking in its behalf and supported by a large delegation, requested the City to assist said organization in its promotional activities by the addition of $1,500 per month, including February, for the remainder of this fiscal year.

Following a full discussion of this request, Councilman Morgan moved that the request be approved, providing the City Manager can meet it out of the current budget, which motion was seconded by Councilman McRary and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, March 1, 1956 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, March 1, 1956, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, T. B. Sumner, J. W. McRary, R. I. Presley, C. E. Morgan, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

LYMAN STREET - RESOLUTION AUTHORIZING
CITY MANAGER TO NEGOTIATE RIGHT-OF-WAY

Councilman Presley introduced a resolution declaring it advisable to obtain right-of-way in and upon certain land for the purpose of straightening a portion of Lyman Street by opening and re-locating a portion of same; adopting map or plan for same and authorizing City Manager to negotiate with the owners to obtain same, which was, upon motion of Councilman Presley, seconded by Councilman Sumner, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 318.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, March 8, 1956 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, March 8, 1956, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, T. B. Sumner, W. F. Algary, J. W. McRary, R. I. Presley, C. E. Morgan, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A petition signed by a number of property owners on Riverside Drive (Lyman Street) was presented to the Council, commending the Council for planning to widen and relocate Riverside Drive, and pledging the support of said property owners in the completion of said project.

In connection with the Riverside Drive project the City Manager reported that a right-of-way agreement had been secured from C. T. Day, and that the project is under way.

The City Manager advised the Council that as the result of a survey made by the National Board of Fire Underwriters the North Carolina Fire Insurance Rating Bureau has requested the enactment of a new fire prevention code, and the City Manager recommended that this matter be referred to the Corporation Counsel for the preparation of the new ordinance.

Whereupon, Councilman Morgan moved that the Corporation Counsel prepare such ordinance, which motion was seconded by Councilman McRary and unanimously adopted.

The City Manager presented a statement showing the budget position of the city for the period ending February 29, 1956.

There being no further business, the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

Thursday, March 15, 1956 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, March 15, 1956, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen R. I. Presley, T. B. Sumner, F. M. Mulvaney, J. W. McRary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and aporoved.

A communication was received from the Civil Service Board containing an amendment to the Rules and Regulations of the Civil Service Board pertaining to increasing the age limit for intra-departmental promotion from fifty years of age to fifty-five years of age in the Police and Fire Departments, and requesting the consideration of the Council as provided for in the act establishing the Civil Service Board of the City of Asheville.

Following a discussion, Councilman Sumner moved that Thursday, March 22, 1956, be set for a public hearing on said amendment, which motion was seconded by Councilman Mulvaney and unanimously adopted.

Councilman Mulvaney introduced a resolution authorizing and directing Mayor to execute lease with Dr. William F. Hillier, Jr., for space in City Building, which was, upon motion of Councilman Mulvaney, seconded by Councilman McRary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 319.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 15 day of March, 1956, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the LESSOR, and DR. WILLIAM F. HILLIER, JR., of Buncombe County, North Carolina, hereinafter called LESSEE;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: Rooms 504-506, containing 957 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina, said premises to be used and occupied by the Lessee for the purpose of a physician's office.

2. To have and to hold the said premises with their appurtenances for the term of one year, beginning March 1, 1956 and ending February 28, 1957.

3. The Lessee shall pay the Lessor rent at the rate of One Dollar and Fifty ($1.50) per square foot per year, payable in equal monthly installments of $119.62 each in advance on the first day of each month beginning on the first day of March, 1956, and continuing for the period of this lease.

4. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

5. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

6. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

7. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, patients, guests, or employees.

8. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

9. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

10. In event the Lessee shall be recalled to active duty in the armed forces of the United States the Lessee may terminate this lease by giving reasonable notice in writing to the Lessor.

11. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term thereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

CITY OF ASHEVILLE

ATTEST:

By E. W. Eller
Mayor

Margaret Simmons
City Clerk

(SEAL)

The City Manager advised that a Fire Prevention Code had been prepared for consideration by the Council. Chief Fitzgerald, Captain Dalton, and Mr. Jack Peek, President of the Asheville Insurance Agents Exchange, were present to answer questions pertaining to said Code.

Following a discussion, Councilman Presley introduced Ordinance No. 386, being "AN ORDINANCE ADOPTING A FIRE PREVENTION CODE PRESCRIBING REGULATIONS GOVERNING CONDITIONS HAZARDOUS TO LIFE AND PROPERTY FROM FIRE OR EXPLOSION, AND ESTABLISHING A BUREAU OF FIRE PREVENTION AND PROVIDING OFFICERS THEREFOR AND DEFINING THEIR POWERS AND DUTIES", which was, upon motion of Councilman Presley, seconded by Councilman McRary, unanimously passed on its first reading with the following vote:

Councilman McRary voted "aye" — Councilman Presley voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Mayor Eller voted "aye"

There being no further business, the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

Thursday, March 22, 1956 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, March 22, 1956, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, T. B. Sumner, R. I. Presley, J. W. McRary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A petition signed by the owners of thirty-one lots in the Richmond Hills section was presented re- questing annexation by the City of Asheville.

The Council referred this petition to the City Manager for investigation and report.

Ordinance #386, being "AN ORDINANCE ADOPTING A FIRE PREVENTION CODE PRESCRIBING REGULATIONS CO[N]- [D]ING CONDITIONS HAZARDOUS TO LIFE AND PROPERTY FROM FIRE OR EXPLOSION, AND ESTABLISHING A BUREAU OF FIRE PREVEN- AND PROVIDING OFFICERS THEREFOR AND DEFINING THEIR POWERS AND DUTIES", was upon motion of Councilman Presley, s- onded by Councilman McRary, unanimously passed on its second reading with the following vote:

Councilman McRary voted "aye" — Councilman Presley voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Mayor Eller voted "aye"

This being the date set for the public hearing on the amendment submitted to the City Council by Civil Service Board regarding to increasing the age limit for intra-departmental promotions from fifty years of age to fifty-five years of age in the Police and Fire Departments, and there being no opposition to said amendment, Councilman McRary moved that said amendment be approved, which motion was seconded by Councilman Sumner and unanimously adopted, which amendment is as follows:

"That the words 50 years of age in line 9 and 12 of Rule #4 of the Civil Service Commission be stricken therefrom and the words "55 years of age" be inserted in lieu thereof."

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY

Thursday, March 29, 1956, - 4:00 o'clock P. M.

The City Council met in regular session Thursday, March 29, 1956, at 4:00 o'clock P. M. with Mayor F. W. Eller presiding. Present: Councilmen C. E. Morgan, F. M. Mulvaney, W. F. Algary, R. I. Presley, J. McRary, T. B. Sumner, and City Manager Weldon Weir.

The minutes of the previous meeting were read and approved.

Ordinance #386, being "AN ORDINANCE ADOPTING A FIRE PREVENTION CODE PRESCRIBING REGULATIONS GOVERNING CONDITIONS HAZARDOUS TO LIFE AND PROPERTY FROM FIRE OR EXPLOSION, AND ESTABLISHING A BUREAU OF FIRE PREVENTION AND PROVIDING OFFICERS THEREFOR AND DEFINING THEIR POWERS AND DUTIES", was, upon motion of Councilman Presley, seconded by Councilman McRary, unanimously passed on its third and final reading with the following vote:

Councilman McRary voted "aye" — Councilman Algary voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Presley voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 386

AN ORDINANCE ADOPTING A FIRE PREVENTION CODE PRESCRIBING REGULATIONS GOVERNING CONDITIONS HAZARDOUS TO LIFE AND PROPERTY FROM FIRE OR EXPLOSION, AND ESTABLISHING A BUREAU OF FIRE PREVENTION AND PROVIDING OFFICERS THEREFOR AND DEFINING THEIR POWERS AND DUTIES

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. Adoption of Fire Prevention Code.

There is hereby adopted by the City of Asheville for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain code known as the Fire Prevention Code recommended by the National Board of Fire Underwriters, being particularly the 1953 edition thereof and the August, 1954 Amendments thereto and the whole thereof, save and except such portions as are hereinafter deleted, modified or amended (by section 6 of this ordinance), of which code, as amended, not less than three copies have been and now are filed as public records in the office of the Clerk of the City of Asheville and the same are hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this ordinance shall take effect, the provisions thereof shall be controlling within the limits of the City of Asheville.

Section 2. Establishment and Duties of Bureau of Fire Prevention.

a. The Fire Prevention Code shall be enforced by the Bureau of Fire Prevention in the Fire Department of the City of Asheville which is hereby established and which shall be operated under the supervision of the Chief of the Fire Department.

b. The Fire Marshal in charge of the Bureau of Fire Prevention shall be appointed by the Director of Public Safety on the basis of examination to determine his qualifications. Wherever the words "Chief of the Bureau of Fire Prevention" are used in the Fire Prevention Code they shall be held to mean the Fire Marshal.

c. The Chief of the Fire Department may detail such members of the Fire Department as inspectors as shall from time to time be necessary. The Chief of the Fire Department shall recommend to the Director of Public Safety the employment of technical inspectors, who, when such authorization is made, shall be selected through an examination to determine their fitness for the position. The examination shall be open to members and non-members of the Fire Department, and appointments made after examination shall be for an indefinite term with removal only for cause.

Section 3. Definitions.

Wherever the word "Municipality" is used in the Fire Prevention Code, it shall be held to mean the City of Asheville.

Section 4. Establishment of Limits of Districts in which Storage of Flammable Liquids in Outside Aboveground Tanks is to be Prohibited.

a. The limits referred to in section 15.201 of the Fire Prevention Code in which storage of flammable liquids in outside aboveground tanks is prohibited, are hereby established as follows:

In all Fire Districts as established, described and defined under Section 247, as amended, of Chapter III, Article I, Building Code, as contained in Ordinance 298 known as the Code of the City of Asheville.

b. The limits referred to in section 15.401 of the Fire Prevention Code, in which new bulk plants for flammable liquids are prohibited, are hereby established as follows:

In all Fire Districts as established, described and defined under Section 247, as amended, of Chapter III, Article I, Building Code, as contained in Ordinance 298 known as the Code of the City of Asheville, and all residential areas, neighborhood trading areas, business districts and institutional districts as established, described and defined in the zoning map and Ordinance 322, as amended.

Section 5. Establishment of Limits in which Bulk Storage of Liquefied Petroleum Gases is to be Restricted.

The limits referred to in section 20.06a of the Fire Prevention Code, in which bulk storage of liquefied petroleum gas is restricted, are hereby established as follows:

In all Fire Districts as established, described and defined under Section 247, as amended, of Chapter III, Article I, Building Code, as contained in Ordinance 298 known as the Code of the City of Asheville, and all residential areas, neighborhood trading areas, business districts, institutional districts and commercial districts as established, described and defined in the zoning map and Ordinance 322, as amended.

Section 6. Amendments Made in the Fire Prevention Code.

The Fire Prevention Code is amended and changed in the following respects:

Section 10.02, Section 10.03, Article 12, Section 13.06, and Section 15.502 are amended as follows:

Delete sub-section a. of Section 10.02 and insert in lieu thereof the following:

a. In rooms accommodating more than 75 persons, required exit doorways, other than those normally used for entrance, shall be plainly marked by approved exit signs, sufficiently illuminated when the floor area is occupied, to be readily distinguished.

Delete sub-section b. of Section 10.03 and insert in lieu thereof the following:

b. Where the number of persons exceeds 75 in any room the artificial lighting of the room and of exit ways therefrom shall be by electricity so arranged and supplied that interruption of supply to any one lighting branch circuit will not result in extinguishment of all the lights necessary for safe exit from the room or all the lights along any exit way.

Delete all of Article 12.

Delete all of Section 13.06.

Delete sub-section d. of Section 15.502 and insert in lieu thereof the following:

d. Labeling. No sale or purchase of any Class I or II flammable liquids shall be made in containers except safety containers which are clearly marked with the name of the product contained therein.

Section 7. Modifications.

The Fire Marshal of the Bureau of Fire Prevention shall have power to modify any of the provisions of the Fire Prevention Code upon application in writing by the owner or lessee, or his duly authorized agent, when there are practical difficulties in the way of carrying out the strict letter of the code, provided that the spirit of the code shall be observed, public safety secured, and substantial justice done. The particulars of such modification when granted or allowed and the decision of the Fire Marshal of the Bureau of Fire Prevention thereon shall be entered upon the records of the department and a signed copy shall be furnished the applicant.

Section 8. Appeals.

Whenever the Chief of the Fire Department shall disapprove an application or refuse to grant a license or permit applied for, or when it is claimed that the provisions of the code do not apply or that the true intent and meaning of the code have been misconstrued or wrongly interpreted, the applicant may appeal from the decision of the Chief of the Fire Department to an Appeal Board composed of the City Manager, Director of Public Safety, and Fire Marshal of the Bureau of Fire Prevention within thirty days from the date of the decision of the appeal.

Section 9. New Materials, Processes or Occupancies which may Require Permits.

The City Manager, Director of Public Safety, Chief of the Fire Department and the Fire Marshal of the Bureau of Fire Prevention shall act as a committee to determine and specify, after giving affected persons

an opportunity to be heard, any new materials, processes or occupancies, which shall require permits, in addition to those now enumerated in said code. The Fire Marshal of the Bureau of Fire Prevention shall post such list in a conspicuous place in his office, and distribute copies thereof to interested persons.

Section 10. Penalties.

a. Any person who shall violate any of the provisions of the code hereby adopted or fail to comply therewith, or who shall violate or fail to comply with any order made thereunder, or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder, or any certificate or permit issued thereunder, and from which no appeal has been taken, or who shall fail to comply with such an order affirmed or modified by the Appeal Board or by a court of competent jurisdiction, within the time fixed herein, shall severally for each and every such violation and non-compliance respectively, be guilty of a misdemeanor, punishable by a fine not exceeding Fifty ($50.00) Dollars or by imprisonment not exceeding thirty (30) days. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue; and all persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each ten days that prohibited conditions are maintained shall constitute a separate offense.

b. The application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

Section 11. Repeal of Conflicting Ordinances.

All former ordinances or parts thereof conflicting or inconsistent with the provisions of this ordinance or of the code hereby adopted are hereby repealed.

Section 12. Validity.

The Council of the City of Asheville hereby declares that should any section, paragraph, sentence or word of this ordinance or of the code hereby adopted be declared for any reason to be invalid, it is the intent of the Council of the City of Asheville that it would have passed all other portions of this ordinance independently of the elimination herefrom of any such portion as may be declared invalid.

Section 13. Date of Effect.

This ordinance shall take effect and be in force from and after fifteen days from date of final passage.

I move the adoption of the foregoing ordinance, this 15 day of March, 1956.

Robert I. Presley
COUNCILMAN

SECONDED BY: J. W. McRary
COUNCILMAN

Read, approved and adopted, this 29 day of March, 1956, to become effective 12 day of April, 1956.

E. W. Eller
MAYOR

APPROVED AS TO FORM:

Robt. W. Wells
CORPORATION COUNSEL

Margaret Simmons
CITY CLERK

Councilman Mulvaney introduced a resolution approving form of Certificate of Ownership in Riverside Cemetery, and authorizing Manager thereof to execute same, which was, upon motion of Councilman Mulvaney, seconded by Councilman Presley, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 320.

No. ____ $____

RIVERSIDE CEMETERY
CERTIFICATE OF OWNERSHIP
Issued by
CITY OF ASHEVILLE
North Carolina

THIS IS TO CERTIFY, That _____ of _____ having paid the sum of _____ Dollars, is the owner of _____, according to the plans of Riverside Cemetery, containing _____ square feet; which said lot is to be used solely for burial purposes, subject to the rules and regulations of the City of Asheville for Riverside Cemetery.

The City of Asheville contracts and agrees to cut and trim the grass and shrubs on said lot, to remove therefrom trash, leaves and rubbish, and to keep said lot at all times in a neat and sightly condition.

IN WITNESS WHEREOF, The City of Asheville has caused this certificate to be signed in its corporate name by its manager of Riverside Cemetery and attested by its City Clerk and its corporate seal hereunto affixed this ____ day of _____, 19___.

ATTEST: CITY OF ASHEVILLE

By _____
Manager of Riverside Cemetery

_____
City Clerk

Lease - W. [illegible] and Lloyd P. Miller.
[illegible] (Riverside Drive)

Councilman Algary introduced resolution authorizing Mayor to enter into lease with W. Ralph Wallis and Lloyd P. Miller for certain property on Riverside Drive, which was, upon motion of Councilman Algary, seconded by Councilman Morgan, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 321.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

L E A S E

THIS LEASE, made and entered into this 29 day of March, 1956, by and between the CITY OF ASHEVILLE, party of the first part, hereinafter called LESSOR, and W. RALPH WALLS and LLOYD P. MILLER, parties of the second part, hereinafter called LESSEES;

WITNESSETH:

That the Lessor does hereby lease to the Lessees, and the Lessees hereby accept from the Lessor, the following described property:

Lying and being in the City of Asheville, County of Buncombe, State of North Carolina, and more particularly described as follows: BEGINNING at a stake in the western margin of the old right-of-way for old Riverside Drive, which said beginning stake is located South 20 deg. East 266.1 feet from an iron pin in the western margin of said old right-of-way for said old Riverside Drive, the southeast corner of Lot 1 of Block 1, as shown on plat 2 of the William Johnson Estate recorded in plat book 8 at page 26 in the office of the Register of Deeds for Buncombe County, North Carolina, said Lot 1 of Block 1 of said private plat being the same lot designated as Lot 28, Sheet 7, Ward 3 of the Buncombe County tax maps, which said beginning stake is in the northeast corner of that property described in a lease from the City of Asheville to Jack Davis dated February 9, 1956; runs thence from said beginning stake with said western margin of said old right-of-way of old Riverside Drive North 20 deg. 50' West 252 feet to a stake; thence runs with a line approximately parallel to and 10 feet from and south of the center line of a ditch North 89 deg. 40' West 325 feet more or less to a stake in the eastern bank of the French Broad River; thence in a southern direction with the eastern bank of said French Broad River 340 feet more or less to a stake in the eastern bank of said river; thence north with the northern boundary line of said property leased to Jack Davis 74 deg. 10' East 300 feet more or less to the place of BEGINNING; being a part of the property described in deeds to the City of Asheville recorded in book 295 at page 258 and book 105 at page 388 in the office of the Register of Deeds for Buncombe County, N. C.; and being the northern part of the lots designated as Lots 7 and 8, Sheet 10, Ward 3, Buncombe County tax maps.

This lease is executed upon the following terms and conditions:

1.

This lease shall be for a term of five years, commencing on the 1st day of April, 1956, and ending on the 31st day of March, 1961, together with the right to renew same for an additional period of five years from the date of the termination of this lease on said 31st day of March, 1961.

2.

The Lessees shall pay an annual rental of Twelve Hundred and 0/100 ($1200.00) Dollars, payable in equal monthly installments of $100.00 on or before the first day of each and every month in advance.

3.

This lease is subject to any existing rights-of-way or easements for power or electrical purposes in the Carolina Power & Light Company, or for railway purposes, in the Southern Railway Company, and lessor specifically reserves the right to grant a railway right-of-way for the purpose of maintaining two, one lead and one spur, railway tracks along an approximately twenty foot wide strip of the hereinbefore described property fronting on Riverside Drive; and this lease is also subject to the existing new right-of-way for new Riverside Drive; and is also subject to the right of the State of North Carolina, through its agency the North Carolina State Highway and Public Works Commission, to remove its stock pile of rocks and gravel presently located on the demised premises.

4.

This lease shall not be assigned or the leased premises sub-let without the written consent of the City Manager of the Lessor.

5.

That the Lessees upon the termination of this lease will surrender said premises in as good order and condition as they are in at the beginning of this lease, ordinary wear and tear excepted.

6.

That the Lessees will make no unlawful or offensive use of the premises, and shall comply with all lawful ordinances and regulations of the City of Asheville now in force or hereafter adopted which in any manner affect the use of said premises.

7.

If during the term of this lease the leased premises are so damaged by flood, fire or other catastrophe or casualty as to render the same uninhabitable this lease shall terminate.

8.

The Lessor agrees at its expense to install a drainage conduit or pipe in the ditch presently located in the south portion of the demised premises and extending from Riverside Drive to the river, and to fill therein over said pipe to surrounding ground level, and, in addition, Lessor agrees if requested by Lessees at its expense to install such a drainage or conduit pipe and cover same with dirt as necessary for a distance of thirty feet in length running along Riverside Drive from the northeast corner of the demised premises to afford an approach and access to the demised premises from Riverside Drive.

9.

Parties of the second part may at any time during the term of this lease erect upon the demised premises such buildings or other improvements as they may elect, and on or before the termination of this lease remove the same, provided that at the time of such removal all installments of rent have been paid.

10.

During the term of this lease the Lessees shall pay all city and county taxes imposed on said premises by any lawful authority.

11.

If the lessees shall fail or neglect to make any payment of rent when due, or shall violate any of the provisions of this lease, the lessor without any other notice or demand may terminate this lease and

require the lessees to vacate the premises hereby demised, or may enter the premises and expel the lessees therefrom, or the lessor may in lieu of the above or in conjunction therewith pursue any other lawful right or remedy incident to the relief created by this lease.

IN WITNESS WHEREOF, the said Lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee have hereunto set their hands and seals, this the day and year first above written.

CITY OF ASHEVILLE

ATTEST:

By E. W. Eller
Mayor

Margaret Simmons
City Clerk

(SEAL)

Councilman Mulvaney introduced a resolution authorizing Mayor to execute lease with Joel W. Wright and wife, Pearl C. Wright, for certain property for operating an off-street parking facility by the city, which was, upon motion of Councilman Mulvaney, seconded by Councilman McRary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 322.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 29 day of March, 1956, by and between JOEL W. WRIGHT and wife, PEARL C. WRIGHT, hereinafter referred to as Lessors, and CITY OF ASHEVILLE, a municipal corporation of the State of North Carolina, hereinafter referred to as Lessee;

WITNESSETH:

That the Lessors, for and in consideration of the rents, covenants and conditions hereinafter mentioned to be kept and performed by the Lessee, do hereby rent, demise and lease unto the said Lessee, the following described premises located in the City of Asheville, Buncombe County, North Carolina, to-wit:

In the City of Asheville, BEGINNING at a stake in the southeast corner of that property described in a deed to Joel W. Wright recorded in book 578 at page 368 Buncombe County registry, runs thence with the southern boundary line of said lot South 89 deg. West 95.4 feet to a stake in the eastern boundary line of a lot described in a deed to Joel W. Wright recorded in book 626 at page 484 Buncombe County registry; thence with said eastern boundary line of said lot described in book 626 at page 484 South 0 deg. 41' West 68.3 feet to a corner of said lot described in said book 626 at page 484; thence with the southern boundary of said lot described in said book 626 at page 484 south 88 deg. west 198.77 feet to a stake in the southwest corner of said lot described in said book 626 at page 484; thence with the western boundary line of said lot described in said book 626 at page 484 and the western boundary line of the lot described in a deed to Joel W. Wright recorded in book 539 at page 518, N 3 deg. east 226.03 feet to a stake in the northwest boundary line of said property described in said deed book 539 at page 518; thence with the northern boundary line of said lot described in said book 539 at page 518 North 88 deg. East 178 feet to a stake; thence with a line parallel to and 107 feet from the eastern boundary line of said lot described in book 539 at page 518 south 0 deg. 41' West, crossing the southern boundary line of said described in deed book 539 at page 518, 125 feet to a stake; thence north 88 deg. east, crossing the western boundary line of said lot described in said deed book 578 at page 368, 107 feet to the eastern boundary line of said lot described in said book 578 at page 368; thence runs with the eastern boundary line of said lot described in book 578 at page 368, South 0 deg. 41' west 35.2 feet to the place of BEGINNING. Reference to said deeds hereinabove referred to is hereby made for greater certainty of description.

Being a portion of those lots designated as Lots 23, 24 and 24½, Sheet 2, Ward 4 of the Buncombe County tax map.

Subject to the new right-of-way for the new Asheland Avenue, which sits back 7 feet upon the above described property.

1.

TO HAVE AND TO HOLD the above described premises unto said Lessee for a term of twenty-five (25) years, beginning April 1, 1956, and extending until March 31, 1981, unless terminated at an earlier date as hereinafter provided.

2.

The Lessee agrees to pay to the Lessor as rental for the leased premises on or before the [illegible] day of each calendar month forty-five (45%) per cent of all of the gross receipts taken in and received by the Lessee from the said premises or from any operation conducted thereon during the preceding calendar month.

3.

It is understood and agreed between the parties hereto that the Lessee shall operate on the premises hereby leased a public parking lot and shall conduct thereon operations auxiliary to the operation of said public parking lot and that said premises shall be used by the Lessee for no other purpose whatsoever; and in the event said premises shall cease to be used as a public parking lot this lease shall automatically terminate.

4.

The Lessee covenants and agrees as follows:

(a) That it will, at its own expense, raze and demolish, or cause to be razed and demolished, all houses, buildings and structures which may be on said premises, and will pay over to the Lessors any [illegible] from the salvaged materials which are in excess of the expenses for so razing and demolishing said houses, buildings or structures.

(b) That it will, at its own expense, level the property above described so that the [illegible]

use of the property may be utilized for the purpose set forth in the preceding paragraph and make all necessary improvements thereon.

(c) That it will apply stone surface to the property hereby leased.

(d) That it will keep all improvements erected or placed on the premises in reasonable repair and that said improvements shall become the property of the Lessors at the termination of this lease.

(e) That it will supervise and operate the property as a public parking lot in a proper and business-like manner, keeping proper records of all receipts from said operation and that it will charge for parking the prevailing prices for parking in lots substantially located as the premises above described.

(f) That the Lessors shall have the right to inspect any records of the Lessee relating to the operation of said parking lot, or any receipts therefrom, and shall have the right to make any other investigation or check of said receipts which may be necessary and proper.

(g) That it will pay all utilities and expenses in connection with the use and operation of said parking lot during the term of this lease.

(h) That the Lessee shall furnish to the Lessors a statement showing the cost to the Lessee of the improvements made to or placed upon the premises.

5.

It is further contracted and agreed between the parties hereto that at any time the said Lessors, their heirs and assigns, shall have the additional right, in their discretion, in the event they can show a bona fide arrangement to build a substantial structure on the premises, or to sell all of said premises, to terminate this lease, provided, that in event this lease is so terminated within five years from the date of this lease said Lessors, their heirs and assigns, shall pay to the Lessee that proportionate part of any money expended by the Lessee in improving said premises the unexpired portion of the first five years of this lease bears to the first five years of this lease; and as an illustration of the meaning of this paragraph, if the Lessors, their heirs and assigns, at the expiration of three years from the date of this lease shall desire to terminate said lease they shall have the right to do so upon the payment to the Lessee of forty (40%) per cent of the sum expended by the Lessee in the improvement of said premises.

6.

It is further agreed between the parties that if the Lessee at any time fails to pay the rental above provided for within thirty days after the same shall become due, or shall fail to keep and perform any of the covenants or agreements which are hereinbefore mentioned to be kept or performed by the said Lessee, then and in either of the events hereinbefore specified the said Lessors, their heirs and assigns, may at their option declare this lease cancelled and terminated after giving to the Lessee ten days written notice of their intention so to do. Thereupon, the said Lessors, their heirs and assigns, may take possession of the premises without any legal process and the Lessee agrees to surrender the premises to the Lessors, their heirs and assigns, immediately.

7.

The Lessors hereby covenant and agree with the Lessee that subject to the terms and conditions hereinabove set forth, the Lessee shall have and enjoy the premises during the term herein provided for, free from the adverse claims of any and all persons whomsoever.

IN WITNESS WHEREOF, the said Lessors have hereunto set their hands and seals; and the said Lessee has caused this instrument to be executed in its name by its Mayor and attested to by its Clerk and its corporate seal attached, all under and by virtue of the authority duly granted by resolution adopted by the Council of the City of Asheville, this lease and the resolution authorizing same having been duly submitted to and approved as to form by its corporate counsel and all matters and things necessary and proper for the said City of Asheville to execute this contract having been duly and properly done, this the day and year first above written.

(SEAL)

(SEAL)

ATTEST:

CITY OF ASHEVILLE

Margaret Simmons
City Clerk

By E. W. Eller
Mayor

(SEAL)

The Council discussed the lighting in Beaucatcher Tunnel, and the City Manager advised that since this is a responsibility of the State Highway and Public Works Commission he would take the matter up with them and see if anything could be done to improve this condition.

There being no further business, the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

Thursday, April 5, 1956 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, April 5, 1956, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, R. I. Presley, C. E. Morgan, T. B. Sumner, J. W. McRary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

CITY LIMITS - RESOLUTION TO CONSIDER ANNEXATION (Richmond Hill section)

Councilman Presley introduced a resolution of notice that Council will consider extension of corporate limits to include certain territory, which was, upon motion of Councilman Presley, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 323.

The City Manager presented a statement showing the budget position of the city for the period end... ...ch 31, 1956.

The City Manager reported to the Council that the North Carolina State Board of Health had made a survey and examination of the swimming pool at the City Recreation Park, and made certain recommendations re... ...ing necessary changes and repairs in order for said pool to meet State Board of Health standards, and that the City Manager had estimated the cost of said changes and repairs to be $107,950.00. And the City Manager ad... ...that said cost of repairs was prohibitive to the opening of said pool.

There being no further business, the meeting was upon motion adjourned.

CITY CLERK

Thursday, April 12, 1956 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, April 12, 1956, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. F. Algary, F. M. Mulvaney, J. W. McRary, T. B. Sumner, C. I. Morgan, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A communication was received from the Library Board advising that following a survey of the library situation in Asheville by experts in the field of library administration the Board has determined that the solution to this problem lies in the establishment of additional branch libraries, with Pack Memorial Library becoming primarily a reference unit. The Board requested the consideration of the Council in the establishment of a branch library in the north section of the city to be located in the proposed new fire station, and a branch in the south section of the city to be located in the property known as the Biltmore Town Hall. The Board advised that if these proposals met with the approval of the Council, it was hopeful that the County Commissioners would provide a location and initial equipment for a branch library in the Haw Creek section.

The City Manager advised the Council that an option had been secured on property in the ... section of the city for the establishment of a fire station which would meet the requirements of the National Board of Fire Underwriters, and that plans called for this proposed building to serve also as a branch library and community center.

Following a discussion, Councilman McRary moved that the City Manager be instructed to proceed with the purchase of this property and plans for its development, subject to title examination, which motion was seconded by Councilman Algary and unanimously adopted.

The City Manager further advised that the present lease on the Biltmore Town Hall expires on June 30, 1957, and it was the consensus of opinion of the Council that the lease not be renewed, in view of the plan to make this property available for library purposes.

Councilman Morgan introduced a resolution authorizing Mayor to execute lease with W. S. Harrison and wife, Beulah Harrison, for certain property for operating an off-street parking facility by the city, which was, upon motion of Councilman Morgan, seconded by Councilman Algary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 324.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

CITY LEASE, made and entered into this 12 day of April, 1956, by and between W. S. HARRISON and wife, BEULAH HARRISON, hereinafter referred to as Lessors, and CITY OF ASHEVILLE, a Municipal Corporation of the State of North Carolina, hereinafter referred to as Lessee;

WITNESSETH:

That the Lessors, for and in consideration of the rents, covenants and conditions hereinafter mentioned to be kept and performed by the Lessee, do hereby rent, demise and lease unto the said Lessee, the following described premises, located in the City of Asheville, Buncombe County, North Carolina, to-wit:

Being the same property described in a deed dated November 5, 1952 from W. P. McLean, Jr. and wife, Joyce H. McLean, to W. S. Harrison and wife, Beulah Harrison, which deed is recorded in the office of the Register of Deeds for Buncombe County, North Carolina in deed book 725 at page 484, reference to which deed is hereby made for greater certainty of description.

And being the same property designated as Lot 127, Sheet 1, Ward 3 of the City of Asheville and Buncombe County Tax Maps.

1.

TO HAVE AND TO HOLD the above described premises unto said Lessee for a term of two years, beginning May 1, 1956 and extending until the 30th day of April, 1958, unless terminated at an earlier date as hereinafter provided.

2.

The Lessee agrees to pay as rental for the leased premises forty-five (45%) per cent of all gross receipts which the Lessee may receive from the said real estate or from any operation conducted there...

...payment to be made of such rental by the Lessee to the Lessors on or before the 10th day of each month for forty-five (45%) per cent of gross receipts taken in by the Lessee during the preceding calendar month.

3.

It is understood and agreed between the parties hereto that the Lessee shall operate on the premises hereby leased a public parking lot and shall conduct thereon operations auxiliary to the operation of a public parking lot and that said premises shall be used by the Lessee for no other purpose whatsoever; and in the event said premises shall cease to be used as a public parking lot this lease shall automatically terminate.

4.

The Lessee covenants and agrees as follows:

(a) That it will, at its own expense, level the property above described so that the maximum use of the property may be utilized for the purpose set forth in the preceding paragraph and make all necessary improvements thereon.

(b) That it will apply stone surface to the property hereby leased.

(c) That it will keep all improvements erected or placed on the premises in reasonable repair and that said improvements shall become the property of the Lessors at the termination of this lease.

(d) That it will supervise and operate the property as a public parking lot in a proper and business-like manner, keeping proper records of all receipts from said operation and that it will charge for parking the prevailing prices for parking in lots substantially located as the premises above described.

(e) That the Lessors shall have the right to inspect any records of the Lessee relating to the operation of said parking lot, or any receipts therefrom, and shall have the right to make any other investigation or check of said receipts which may be necessary and proper.

(f) That it will pay all utilities in connection with the use and operation of said parking lot during the term of this lease.

5.

It is further agreed between the parties hereto that the Lessee may not assign this lease or any portion thereof, or sub-let the premises hereby leased without written consent of the Lessors, their heirs and assigns, except to grant concessions for the conduct of operating which may be auxiliary to the use of the premises for a public parking lot.

6.

It is further agreed between the parties that if the Lessee at any time fails to pay the rental above provided for within thirty days after the same shall become due, or shall fail to keep and perform any of the covenants or agreements which are hereinbefore mentioned to be kept or performed by the said Lessee, then and in either of the events hereinbefore specified the said Lessors, their heirs and assigns, may at their option declare this lease cancelled and terminated, after giving to the Lessee ten days written notice of their intention so to do. Thereupon the said Lessors, their heirs and assigns, may take possession of the premises without any legal process and the Lessee agrees to surrender the premises to the lessors, their heirs and assigns, immediately.

7.

The Lessors hereby covenant and agree with the Lessee that subject to the terms and conditions hereinabove set forth, the Lessee shall have and enjoy the premises during the term herein provided for, free from the adverse claims of any and all persons whomsoever.

IN WITNESS WHEREOF, the said Lessors have hereunto set their hands and seals; and the said Lessee has caused this instrument to be executed in its name by its Mayor and attested to by its Clerk and its corporate seal attached, all under and by virtue of the authority duly granted by resolution adopted by the Council of the City of Asheville, this lease and the resolution authorizing same having been duly submitted to and approved as to form by its corporate counsel and all matters and things necessary and proper for the said City of Asheville to execute this contract having been duly done; this the day and year first above written.

_____ (SEAL)

_____ (SEAL)

ATTEST:

Margaret Simmons
City Clerk

CITY OF ASHEVILLE

By E. W. Eller
Mayor

...ACKNOWLEDGMENT ...

The City Manager informed the Council that he and City Engineer John C. Walker had interviewed a number of engineering firms, and that the engineering firm of O. Leyton Willis and Associates of Dallas, Texas, has been chosen to survey possible sites for an all-weather Asheville airport, and a formal agreement will be completed shortly and presented to the Council.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, April 19, 1956 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, April 19, 1956, at 4:00 o'clock with Vice-Mayor Frank Mulvaney presiding. Present: Councilmen T. B. Sumner, J. W. McRary, W. F. Algary, R. I. Presley, Mayor E. W. Eller, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A communication was received from the Planning and Zoning Commission recommending the rezoning of certain property lying on the southern side of Sweeten Creek Road.

April 18, 1956

The Honorable Mayor
Members of the City Council
City of Asheville
City Building
Asheville, N. C.

Gentlemen:

At the meeting of the City of Asheville Planning and Zoning Commission held on April 17, 1956, the Commission took the following action on the attached request referred to the Commission by the City Council:

> We recommend that the land lying on the southern side of Sweeten Creek Road beginning on the western line of lot of record No. 21, Sheet 11, Ward 7 tax maps and extending along the southern margin of Sweeten Creek and the Sweeten Creek Road in an easterly direction to the eastern most city limit line on said Sweeten Creek Road be rezoned from residential to industrial. Said industrial area to be limited in depth to 250 feet from the southern margin of said road. Provided however, that all of lot of record 82¼ as shown on Sheet 15 on the tax maps of Ward 7 be included in said industrial zone.

Very truly yours,

S/ Anthony Redmond
Anthony Redmond
Secretary

AR:ls

Upon motion of Councilman Presley, seconded by Councilman McRary, the above recommendation of the Planning and Zoning Commission was accepted by the Council, and the Corporation Counsel was instructed to prepare an ordinance complying with said recommendation to be placed before the Council, and to give notice and publication of a public hearing to be held on same on May 10, 1956.

A petition for improved and adequate bus service in the Malvern Hills Community was presented by Mr. Carl Hyldburg, Jr., Dr. B. L. Harpe and Mrs. Harpe spoke in behalf of said petition.

Following a discussion, Councilman Sumner moved that this petition be referred to the City Manager with authority to take whatever steps he deems necessary in order to present a full report on bus service in the city to the Council, which motion was seconded by Councilman McRary and unanimously adopted.

Councilman Sumner introduced a resolution authorizing the City Manager to advertise certain property belonging to the City of Asheville to be sold at public auction, which was, upon motion of Councilman Sumner, seconded by Councilman Presley, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 325.

The City Manager presented the audit of the Boxing and Wrestling Commission for the period January 1, 1955 to December 31, 1955.

There being no further business, the meeting was upon motion adjourned.

Evans McMulvaney
VICE-MAYOR

Margaret Simmons
CITY CLERK

Thursday, April 26, 1956, - 4:00 o'clock P. M.

The City Council met in regular session Thursday, April 26, 1956, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen R. I. Presley, F. M. Mulvaney, T. B. Sumner, J. W. McRary, W. F. Algary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

The City Manager advised the Council that the title examination had proved satisfactory on the property in the north section of the city had been purchased for establishment of a fire station and library, plans for which would be submitted to the Council.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, May 3, 1956 - 4:00 o'clock P. M.

Because of the lack of a quorum, no meeting of the City Council was held on the above date.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, May 10, 1956 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, May 10, 1956, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. F. Algary, T. B. Sumner, F. M. Mulvaney, R. I. Presley, J. W. McRary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Councilman McRary introduced a resolution authorizing Mayor to execute amendment to lease with Joel W. Wright and wife, Pearl C. Wright, for certain property for operating an off-street parking facility by the City, which was, upon motion of Councilman McRary, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 326.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS AGREEMENT, made and entered into this 10 day of May, 1956, by and between JOEL W. WRIGHT and wife, PEARL C. WRIGHT, hereinafter called Lessors, and CITY OF ASHEVILLE, hereinafter called Lessee;

WITNESSETH:

THAT WHEREAS, on the 29th day of March, 1956 the parties hereto entered into a certain lease, which is recorded in the Minutes of the Proceedings of the Council of the City of Asheville Minute Docket 33 at pages 286 and 287, whereby the Lessor leased to the Lessee certain property described therein by metes and bounds; and

WHEREAS, the parties have agreed to amend said lease by adding a new paragraph thereto designated as paragraph 6A;

NOW, THEREFORE, it is mutually agreed that said lease be modified and amended as follows:

6A

It is further contracted and agreed between the parties hereto that the said Lessors, their heirs and assigns, shall have the additional right, in their discretion, to terminate this lease at any time after five (5) years from the date hereof that it may appear that the average rent accruing to the Lessors, their heirs or assigns, from the operation of said lot for any period of twelve (12) consecutive months does not average as much as One Hundred Twenty-five ($125.00) Dollars per month.

All the other terms and conditions of said lease shall continue to remain in full force and effect, except as hereinabove amended and modified.

IN WITNESS WHEREOF, the Lessors have hereunto set their hands and seals; and the said Lessee has caused this instrument to be executed in its name by its Mayor and attested to by its Clerk and its corporate seal attached, all under and by virtue of the authority duly granted by resolution adopted by the Council of the City of Asheville, this instrument and the resolution authorizing same having been duly submitted to and approved as to form by its corporate counsel and all matters and things necessary and proper for the said City of Asheville to execute this instrument having been duly and properly done; this the day and year first above written.

_____ (SEAL)

_____ (SEAL)

ATTEST:

Margaret Simmons
City Clerk

CITY OF ASHEVILLE

By F. W. Eller
Mayor

(SEAL)

Councilman Presley introduced a resolution authorizing Mayor to execute amendment to lease with George A. Shuford and wife, Daphne Shuford, for certain property for operating an off-street parking facility by the City, which was, upon motion of Councilman Presley, seconded by Councilman Algary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 327.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS AGREEMENT, made this 7 day of May, 1956, by and between GEORGE A. SHUFORD and wife, DAPHNE SHUFORD, hereinafter referred to as LESSORS, and CITY OF ASHEVILLE, a municipal corporation of the State of North Carolina, hereinafter referred to as LESSEE;

WITNESSETH:

THAT WHEREAS, on the 1st day of November, 1955 the parties hereto entered into a certain lease, which is recorded in the office of the Register of Deeds for Buncombe County, N. C., in book 765 at page 470, whereby the Lessors leased to the Lessee certain premises located on Vance Street, as described in said lease, for a rental of 50% of all gross receipts which the Lessee may receive from the premises therein leased and also from the premises leased from the First Christian Church due to the operation of both of said premises as a single off-street public parking facility; and

WHEREAS, the parties have agreed that it would be of mutual benefit to both of them for the City of Asheville to lease another lot from Claude F. Lee, et als at a rental of $37.50 per month to be used and operated in conjunction with both of the above referred to premises as a single off-street parking facility, and to amend the above referred to lease in regard to rental payments;

NOW, THEREFORE, it is mutually agreed:

1.

That paragraph 2 pertaining to rental in the lease above referred to is hereby amended by adding the following proviso:

Provided, that Lessee, City of Asheville, shall receive and pay to Claude F. Lee, et al the sum of $37.50 monthly for the use of the said Lee lot as a public parking lot in conjunction with this lease and as a single operation, which said $37.50 per month shall be a first payment out of the gross receipts from the operation of all of the premises as a single parking facility, which said $37.50 per month shall be paid before Lessee is entitled to his 45% of all gross receipts hereinbefore referred to.

2.

And it is mutually agreed that all of the terms, conditions, and covenants set forth in the above described lease, except as herein modified, shall continue and be in full force and effect.

IN WITNESS WHEREOF, the Lessors have hereunto set their hands and seals; and the Lessee has caused this instrument to be executed in its name by its Mayor and attested to by its Clerk and its corporate seal affixed, all under and by virtue of the authority duly granted by resolution adopted by the Council of the City of Asheville, this lease and the resolution authorizing same having been duly submitted to and approved as to form by its corporate counsel and all matters and things necessary and proper for the said City of Asheville to execute this contract having been duly and properly done.

This the day and year first above written.

George A. Shuford (SEAL)

Daphne B. Shuford (SEAL)

CITY OF ASHEVILLE

By E. W. Eller
Mayor

ATTEST:

Margaret Simmons
City Clerk

(SEAL)

Councilman Sumner introduced a resolution permitting Southern Railway Company to cross certain public streets in the City of Asheville, which was, upon motion of Councilman Sumner, seconded by Councilman Algary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 328.

Councilman Sumner introduced a resolution authorizing Mayor to execute conveyance of right-of-way to Southern Railway Company, which was, upon motion of Councilman Sumner, seconded by Councilman Algary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 329.

NORTH CAROLINA,
BUNCOMBE COUNTY.

THIS INDENTURE, made and entered into this the 10 day of May, 1956, by and between CITY OF ASHEVILLE, a municipal corporation organized and existing under the laws of the State of North Carolina; LLOYD F. EMBLER and AMOS DRYMAN; F. TATE ANDREWS, d/b/a TATE'S USED AUTO PARTS, parties of the first part, and SOUTHERN RAILWAY CO., a corporation, party of the second part;

WITNESSETH:

THAT WHEREAS, the City of Asheville is the owner of certain land situate in the City of Asheville, County of Buncombe, State of North Carolina, and which said land is fully described in those certain deeds recorded in book 770 at page 226, book 516 at page 76, book 295 at page 258, book 105 at page 388, and book 669 at page 5[illegible] the office of the Register of Deeds for Buncombe County, North Carolina, to which deeds and record reference is hereby made for full and complete description of the lands so owned by the City of Asheville, one of the parties of the first part; and

WHEREAS, Lloyd F. Embler and Amos Dryman are the lessees of the City of Asheville of a portion of the hereinbefore referred to lands situate in the City of Asheville, County of Buncombe, and which said leased portion is fully described in that certain lease from the City of Asheville to Lloyd F. Embler and Amos Dryman, dated July 1, 1954, and recorded in Minute Docket 33 of the Proceedings of the Council of the City of Asheville at pages 124 and 125; and

WHEREAS, F. Tate Andrews, d/b/a Tate's Used Auto Parts, is the lessee of the City of Asheville of a portion of the hereinbefore referred to lands situate in the City of Asheville, County of Buncombe, and which said leased portion is fully described in that certain lease from the City of Asheville to F. Tate Andrews, d/b/a Tate's Used Auto Parts, dated November 20, 1952, and recorded in Minute Docket 32 of the Proceedings of the Council of the City of Asheville at pages 448 and 449; and

WHEREAS, the said City of Asheville, Lloyd F. Embler and Amos Dryman, and F. Tate Andrews, d/b/a Tate's Used Auto Parts, in consideration of the sum of One Dollar to them in hand paid, the receipt of which

hereby acknowledged, have given, granted, bargained, sold and conveyed, and by these presents do give, grant, bargain, sell and convey unto the Southern Railway Company, its successors or assigns, a right of way twenty feet in width, as hereinafter specifically described, and in addition thereto the necessary width to accommodate the cut and fill slopes for the construction of a railroad over and across the lands above described; and, which said right of way twenty feet in width for railroad purposes, shall cross the lands owned by the parties of the first part according to the following courses and distances, to wit:

TRACT 1: A parcel of land situated in the City of Asheville, County of Buncombe, N. C. lying between Riverside Drive and French Broad River, being more particularly described as follows:

BEGINNING at a point in the westerly right of way line of Riverside Drive and at the common southeast corner of lot formerly owned by Claude A. Rogers; thence,

1. With the south line of the Claude A. Rogers lot south 81 deg. -45' west 14 feet more or less to a point which is 10 feet from and perpendicular to the center line of the proposed railway track; thence,

2. Northwesterly along a curve, of radius 965.36' to the right 50 feet more or less to a point in the northerly line of the Claude A. Rogers lot, said course being concentric to, and at all points 10 feet from the center line of the proposed track; thence,

3. Northeasterly with the north line of the said Claude A. Rogers lot, north 81 deg. -45' east 19 feet more or less to the intersection with the west right of way line of Riverside Drive; thence,

4. South 8 deg. -57' east 50 feet with the said west right of way line of Riverside Drive to the point of beginning.

Said parcel contains 0.02 acres, more or less, and is essentially as shown outlined red on print of Drawing No. 1956-20, dated May 3, 1956, attached hereto and made a part hereof.

TRACT 2: A parcel of land situated in the City of Asheville, County of Buncombe, N. C., lying between Riverside Drive and French Broad River, and being more particularly described as follows:

BEGINNING at a point in the westerly right of way line of Riverside Drive and at the common northeast corner of the lands of C. K. Brown; thence,

1. N. 86 deg. -00' W. with the north Brown line a distance of 21 ft. more or less, to a point which is 10 ft. from, measured perpendicular to, centerline of proposed track; thence,

2. In a northwestwardly direction to the left by a curve with a radius of 1233.24 ft. a distance of 412 ft., more or less, said course being everywhere concentric to and 10 ft. southwestwardly from said centerline of proposed track; thence,

3. N. 31 deg. -39' W. parallel to and 10 ft. southwestwardly from, center of proposed track, a distance of 297.5 ft., more or less, to a point of curvature; thence,

4. In a northwestwardly direction by a curve to the right with a radius of 1677.28 ft., a distance of 482 ft., more or less, to a point of tangency, said course being concentric to and 10 ft. southwestwardly from center of said track; thence,

5. N. 15 deg. -12' W. a distance of 630.2 ft., more or less, parallel to and 10 ft. southwestwardly from centerline of said track to a point of curvature; thence,

6. In a northwestwardly direction by a curve to the left, having a radius of 1870.08 ft. a distance of 407 ft., more or less, everywhere concentric to and 10 ft. southwestwardly from centerline of said track, to a point in the southerly property line of W. S. Harrison, formerly R. Fred Gray, et al; thence,

7. N. 89 deg. -27' E. along the southerly property line of Harrison a distance of 24 ft., more or less, to the westerly right of way line of Riverside Drive; thence,

8. In a southeastwardly direction by a curve to the right with a radius of 1890.08 ft. a distance of 402 ft., more or less, to a point of curvature, said course being along the westerly right of way line of Riverside Drive; thence

9. S. 15 deg. -12' E. along the westerly line of Riverside Drive a distance of 630.2 ft., more or less, to point of tangency; thence

10. In a southeastwardly direction by a curve to the left, having a radius of 1657.28 ft., a distance of 476 ft., more or less, to a point of tangency, said course being in the westerly line of Riverside Drive; thence,

11. S. 31 deg. -39' E. along the westerly line of Riverside Drive a distance of 297.5 ft., more or less, to a point of curvature; thence,

12. In a southeastwardly direction by a curve to the right, with a radius of 1253.24 ft., along the westerly line of Riverside Drive, a distance of 425 ft., more or less, to the point of beginning.

Said parcel contains 1.02 acres, more or less, and is essentially as shown outlined in red on print of Drawing No. 1956-20, dated May 3, 1956, attached hereto and made a part hereof.

TRACT 3: A parcel of land situated in the City of Asheville, County of Buncombe, N. C., lying between Riverside Drive and French Broad River, and being more particularly described as follows:

BEGINNING at a point in the westerly right of way line of Riverside Drive at the northeasterly corner of the property of W. S. Harrison et ux; thence

1. S 79 deg. -00' W a distance of 21 feet, more or less, with the northerly line of the said Harrison property to a point in said line which is 10 feet southwesterly from and perpendicular to the centerline of the proposed railway track; thence

2. In a northwestwardly direction by a curve to the left, having a radius of 1392.69 feet, a distance of 64 feet, more or less, to a point of tangency; thence

3. N 24 deg. -24' W 260 feet, more or less, parallel to and 10 feet southwestwardly from centerline of said proposed track to a point of curvature; thence

4. Northwestwardly 675 feet, more or less, by a curve to the right, having a radius of 965.36 feet, being concentric with and 10 feet westwardly from the centerline of said proposed track; thence

5. N 15 deg. -25' E 289 feet, more or less, parallel to and 10 feet northwestwardly from the centerline of said proposed track; thence

6. Southeastwardly 21 feet, more or less, to a point 10 feet eastwardly from and perpendicular to the center-line of said track; thence

7. S 15 deg. -25' W 286 feet, more or less, parallel to and 10 feet southeastwardly from the centerline of said track; thence

8. Southwardly 655 feet, more or less, by a curve to the left having a radius of 945.36 feet, concentric with and 10 feet eastwardly from the centerline of said track; thence

9. S 24 deg. -24' E 260 feet, more or less, parallel to and 10 feet northeastwardly from centerline of said to a point of tangency; thence

10. In a southeastwardly direction, a distance of 69 feet, more or less, by a curve to the right, having a radius of 1412.69 feet, concentric to and 10 feet northeastwardly from centerline of said track, to the point of beginning.

The said parcel contains 0.59 acres, more or less, and is essentially as shown outlined red on print of Drawing No. 2-1858 RO, dated May 3, 1956, attached hereto and made a part hereof.

IT IS STIPULATED AND AGREED on the part of the Southern Railway Company that in the construction of its roadbed over and across the right of way herein granted, that it will furnish dirt for the construction of trestles and fills, and will not remove dirt from the lands of the parties of the first part.

IT IS FURTHER STIPULATED AND AGREED on the part of Southern Railway Company, in consideration of the grant of the above right of way that it will permit and allow the parties of the first part to construct and maintain not to but not in excess of one driveway twenty-four feet in width for each one hundred feet frontage of the property on Riverside Drive, to cross the railroad tracks at such places as may be agreed upon between the parties hereto.

IT IS FURTHER STIPULATED AND AGREED on the part of the parties of the first part hereto, that in event the poles erected on said property supporting electric wires, presumably owned by the Carolina Power and Light Company should in any way interfere with the construction, maintenance and operation of said railroad, and in the event should become necessary, in the judgment of Southern Railway Company, to remove the poles and the power lines supported thereby from the right of way hereinbefore granted, then and in that event it is agreed on the part of the parties of the first part hereto, that they will furnish, without compensation to the Carolina Power & Light Company or such company as may own said poles and electric lines, sufficient space for the relocation of said poles and power line.

IT BEING FURTHER UNDERSTOOD AND AGREED by and between the parties to this deed, that at any time hereafter the Southern Railway Company, its successors or assigns, shall cease to use the right of way hereinabove conveyed, for railroad purposes as such, that then and in that event said right of way as hereinabove described shall revert to and become the property of the parties of the first part, as their interests may appear as owners or lessees, their heirs and assigns.

TO HAVE AND TO HOLD the above described right of way and appurtenances thereunto belonging, or in anywise appertaining, unto the Southern Railway Company, its successors and assigns, so long as said right of way shall be used for railroad purposes.

IN WITNESS WHEREOF, the City of Asheville has caused these presents to be signed by its Mayor, attested by its City Clerk, and its corporate seal to be hereunto affixed; and Lloyd F. Embler and Amos Dryman, d/b/a F. Tate Andrews d/b/a Tate's Used Auto Parts have hereunto set their hands and seals; all as of this the day and year first above written.

ATTEST:

Margaret Simmons
CITY CLERK

CITY OF ASHEVILLE

By E. W. Eller
MAYOR

Lloyd F. Embler
Lloyd F. Embler

Amos Dryman
Amos Dryman

TATE'S USED AUTO PARTS

By F. Tate Andrews
F. Tate Andrews, Owner

This being the date set by the Council to consider the extension of the corporate limits of the City of Asheville to include certain territory, all of the owners of property in said territory having petitioned for annexation, and notice having been published as required by law, Councilman Mulvaney introduced ORDINANCE NO. 387, being "AN ORDINANCE EXTENDING CORPORATE LIMITS OF THE CITY OF ASHEVILLE BY ANNEXING CERTAIN PROPERTY", which was upon motion of Councilman Mulvaney, seconded by Councilman Presley, unanimously passed on its first reading with the following vote:

Councilman McRary voted "aye"
Councilman Mulvaney voted "aye"
Councilman Presley voted "aye"
Councilman Algary voted "aye"
Councilman Sumner voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 388 - AN ORDINANCE
AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE"

This being the date set for the public hearing on the requested change of certain property lying on the south side of Sweeten Creek Road from Residential District to Industrial District, and there being no opposition to said change Councilman McRary introduced Ordinance #388, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", which was, upon motion of Councilman McRary, seconded by Councilman Mulvaney, unanimously passed on its first reading with the following vote:

Councilman McRary voted "aye"
Councilman Mulvaney voted "aye"
Councilman Presley voted "aye"
Councilman Algary voted "aye"
Councilman Sumner voted "aye"
Mayor Eller voted "aye"

ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES FOR THE FISCAL YEAR BEGINNING JUNE 1, 1956 AND ENDING MAY 31, 1957

Councilman Algary introduced Ordinance No. 389, being "AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1956 AND ENDING MAY 31, 1957", which was, upon motion of Councilman Algary, seconded by Councilman Presley, unanimously passed on its first reading with the following vote:

Councilman McRary voted "aye"
Councilman Mulvaney voted "aye"
Councilman Presley voted "aye"
Councilman Algary voted "aye"
Councilman Sumner voted "aye"
Mayor Eller voted "aye"

EMERGENCY - APPROPRIATION

The Council discussed the appointment of Patrolman Joseph Eugene Jarvis for special duty in juvenile control, and Councilman McRary moved that an expression of appreciation be forwarded the Children's Welfare League for their financial contribution making possible the enrollment of Mr. Jarvis in the Juvenile Officers' Institute at the University of Minnesota for a special course of ten weeks, which motion was duly seconded and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

Margaret Simmons
CITY CLERK

MRS

Thursday, May 17, 1956 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, May 17, 1956, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen T. B. Sumner, F. M. Mulvaney, C. E. Morgan, W. F. Algary, J. W. McRary, C. L. Presley, and City Manager Weldon Weir.

The minutes of the previous meeting were read and approved.

ORDINANCE NO. 387 - AN ORDINANCE
EXTENDING CORPORATE LIMITS OF THE CITY OF ASHEVILLE BY ANNEXING CERTAIN PROPERTY

Ordinance No. 387, being "AN ORDINANCE EXTENDING CORPORATE LIMITS OF THE CITY OF ASHEVILLE BY ANNEXING CERTAIN PROPERTY" was, upon motion of Councilman Mulvaney, seconded by Councilman Presley, unanimously passed on its second reading with the following vote:

Councilman McRary voted "aye"
Councilman Mulvaney voted "aye"
Councilman Presley voted "aye"
Councilman Algary voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 388 - AN ORDINANCE
AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE"

Ordinance No. 388, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", was, upon motion of Councilman McRary, seconded by Councilman Mulvaney, unanimously passed on its second reading with the following vote:

Councilman McRary voted "aye"
Councilman Mulvaney voted "aye"
Councilman Presley voted "aye"
Councilman Algary voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 389 - AN ORDINANCE LEVYING,
ASSESSING, IMPOSING, AND DEFINING THE
LICENSE AND PRIVILEGE TAXES OF THE CITY
OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING
JUNE 1, 1956 AND ENDING MAY 31, 1957

Ordinance No. 389, being "AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1956 AND ENDING MAY 31, 1957", was, upon motion of Councilman Algary, seconded by Councilman Presley, unanimously passed on its second reading with the following vote:

Councilman McRary voted "aye"
Councilman Mulvaney voted "aye"
Councilman Presley voted "aye"
Councilman Algary voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

RESOLUTION - APPROPRIATION

Mr. William J. Cocke, representing the Chamber of Commerce Committee on Sports and Recreation, requested the Mayor to sign a proclamation declaring the week of May 24th through 31st "Play Tennis Week" in celebration of the 75th anniversary of the founding of the United States Lawn Tennis Association.

Mayor Eller signed the proclamation, and thanked the group for their interest.

Councilman McRary asked if the Council was going to take any position on the fluoridation issue and stated he was opposed to this proposal.

No action was taken by the Council, since the Council has requested an advisory vote on this question at the election to be held on May 26th.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, May 24, 1956 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, May 24, 1956, at 4:00 o'clock P. M. with Mayor [illegible] presiding. Present: Councilmen J. W. McRary, C. E. Morgan, R. I. Presley, W. F. Algary, T. R. [illegible], F. M. Mulvaney, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A communication was received from Loren D. Packer offering to purchase a small triangular-shaped piece of land adjoining his property at the intersection of Edgewood Road and Fairway Drive. This proposal was referred to the City Manager for investigation and report.

Ordinance No. 387, being "AN ORDINANCE EXTENDING CORPORATE LIMITS OF THE CITY OF ASHEVILLE BY ANNEXING CERTAIN PROPERTY, was, upon motion of Councilman Mulvaney, seconded by Councilman Presley, unanimously passed on its third and final reading with the following vote:

Councilman McRary voted "aye"
Councilman Mulvaney voted "aye"
Councilman Presley voted "aye"
Councilman Algary voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 387

AN ORDINANCE EXTENDING CORPORATE LIMITS OF THE CITY OF ASHEVILLE BY ANNEXING CERTAIN PROPERTY

WHEREAS, all the owners of all the property hereinafter described and annexed to the City of Asheville have signed a petition requesting the governing body of the City of Asheville to annex such territory, which petition is on file in the office of the City Clerk of the City of Asheville; and

WHEREAS, such territory is a tract of land contiguous to the existing corporate limits; and

WHEREAS, public notice has been given by publication once a week for four successive weeks in a newspaper in Buncombe County with a general circulation in the City of Asheville describing by metes and bounds the territory to be annexed, thus notifying the owner or owners of the property located in such territory that a session of the legislative body of the City of Asheville will meet on May 10, 1956 for the purpose of considering the annexation of such territory to the City of Asheville, a municipality of North Carolina; and

WHEREAS, after due consideration the Council of the City of Asheville is of the opinion that it should adopt an ordinance extending the corporate limits of the City of Asheville by annexing thereto the tract or tracts of land hereinafter described; and

WHEREAS, Article 36 of Chapter 160 of the General Statutes of the State of North Carolina provides the authority and procedure for the extension of corporate limits such as herein done;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the corporate limits of the City of Asheville be and are hereby extended and enlarged by hereby annexing the territory and property described as follows:

In Buncombe County, North Carolina, BEGINNING at an iron pin the Northeast Corner of Lot No. 10 of a plat of Richmond Hill property recorded in Plat Book 29 at page 52 in the office of the Register of Deeds for Buncombe County, North Carolina and runs thence North 85 deg. East 104 feet to a stake; thence South 11 deg. 31' West 174.3 feet to an iron pin; thence South 22 deg. 11' East 485.8 feet to an iron pin; thence North 66 deg. 57' East 348.4 feet to an iron pin; thence North 84 deg. 21' East 125.5 feet to an iron pin; thence North 66 deg. 57' East 44 feet to a stake; thence South 68 deg. 48' East 298 feet to a stake; thence South 30 deg. 20' East 228 feet to a stake; thence South 60 deg. 35' East 486.5 feet to a point in the Southeastern Boundary Line of the Richmond Hill property as shown on a plat made by Arnold H. Vanderhoof, dated March 29, 1926 and registered in Plat Book 9 at Page 148 in said Register's office and runs thence with said boundary line South 28 deg. 49' West 200 feet to a stake in the Northern Margin of the Highway right of Way; thence North 60 deg. 42' West 593 feet to a stake; thence North 12 deg. East 28 feet to a stake; thence South 17 deg. 57 deg. 47' West 246 feet to a stake; thence North 85 deg. 10' West 61 feet to a stake; thence South 6 deg. 42' West 125 feet to an iron pin; thence South 14 deg. 40' West 100 feet to an iron pin; thence South 70 deg. 24' West 145 feet to an iron pin; thence North 88 deg. 46' West 130.5 feet to an iron pin; thence South 65 deg. 66' West 25 feet to a stake; thence North 38 deg. 46' West 93.7 feet to a stake; thence South 70 deg. 09' West 81.4 feet to an iron pin; thence North 60 deg. 14' West 368.7 feet to a stake; thence North 20 deg. 29' West 156 feet to an iron pin; thence North 82 deg. 57' East 90 feet to a stake; thence North 21 deg. 29' West 61.92 feet to an iron pin; thence North 21 deg. 52' West 200 feet to an iron pin; thence North 19 deg. 13' West 100 feet to an iron pin; thence North 26 deg. 26' West 100 feet to an iron pin; thence North 20 deg. 28' West 100 feet to an iron pin; thence North 5 deg. 40' West 100 feet to an iron pin; thence North 13 deg. 02' West 100 feet to an iron pin; thence North 74 deg. 55' East 200 feet to the point of the BEGINNING, and being all of the property delineated on the plats recorded in Plat Book 29 at Page 52 and Plat Book 28 at Page 64 in said Register's office. The above description however, includes the various roads or rights of way shown on said plats.

Section 2. That from and after the effective date of this ordinance the territory herein annexed and its citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Asheville, and shall be entitled to the same provisions and benefits as other parts of the City of Asheville, and the annexed territory shall be subject to municipal taxes levied for the fiscal year following the effective date of this annexation.

Section 3. That upon the effective date of this ordinance that a survey and accurate map of such annexed territory, together with a copy of this ordinance duly certified, be recorded in the office of the Register of Deeds of Buncombe County, North Carolina and in the office of the Secretary of State of North Carolina.

Section 4. That this ordinance shall become effective fifteen days from date of final passage.

I move the adoption of the foregoing ordinance [illegible] May 24th, 1956.

Frank Mulvaney
COUNCILMAN

SECONDED BY: Robert I. Presley
COUNCILMAN

Read, approved and adopted, this 24 day of May, 1956, to become effective 7 day of June, 1956.

APPROVED AS TO FORM:

Robt. W. Wells
CORPORATION COUNSEL

T. W. Eller
MAYOR

Margaret Simms
CITY CLERK

Ordinance No. 388, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", was, upon motion of Councilman McRary, seconded by Councilman Mulvaney, unanimously passed on its third and final reading with the following vote:

Councilman McRary voted "aye"
Councilman Mulvaney voted "aye"
Councilman Presley voted "aye"
Councilman Algary voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 388

AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE"

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the zoning map and zoning ordinance, being Ordinance No. 322 known as "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE" be and is hereby amended as follows:

(Lots hereinafter referred to under this section shall mean Lots of Record and be as defined in said Ordinance No. 322, and the designated lot numbers, sheets and wards hereinafter referred to under this section shall refer to the City of Asheville and Buncombe County Tax Maps.)

That the property hereinafter described be rezoned from RA-5 Residential District to Industrial District:

BEGINNING at a point in the northwest corner of Lot 21, Sheet 11, Ward 7, as shown on the City of Asheville and Buncombe County tax maps, said beginning point being in the corporate limit line of the City of Asheville at its intersection with the center line of Sweeten Creek; runs thence in an easterly direction with said corporate limit line up and with the center line of said Sweeten Creek to the southern margin of the Sweeten Creek Road; thence leaving said Sweeten Creek center line but continuing in a southeasterly direction with said corporate limit line and with said southern margin of Sweeten Creek Road, crossing Caribou Road and crossing Wilson Creek, to a point in a southeast corner of the corporate boundary line of the City of Asheville at its point of intersection with the southern margin of said Sweeten Creek Road; thence leaves the said southern margin of Sweeten Creek Road and continues to run with the said corporate limit line in a southerly direction approximately 270 feet to a point, which point is 250 feet measured perpendicularly from the southern margin of Sweeten Creek Road; thence leaves said corporate limit line and runs in a northeasterly direction on a line parallel to and 250 feet from the southern margin of the Sweeten Creek Road to a point in the southern boundary line of Lot 82½, Sheet 15, Ward 7; thence runs with the southern boundary line of said Lot 82½ in a westerly direction to the southwest corner of said Lot 82½; thence runs with the western boundary line of said Lot 82½ in a northwesterly direction to a point 250 feet measured perpendicularly from the southern margin of said Sweeten Creek Road, which said point is also in the eastern boundary line of Lot 20, Sheet 11, Ward 7; thence runs in a line at all times parallel to and 250 feet measured perpendicularly from said southern margin of Sweeten Creek Road in a northwesterly direction to a point in the corporate limit line of the City of Asheville in the eastern margin of an unnamed street and in the western margin of Lot 21, Sheet 11, Ward 7; thence runs with said corporate limit line and with said western boundary line of said Lot 21 in a northeasterly direction to the point of BEGINNING.

Section 2. That the office of the City Engineer is hereby authorized and directed to make the change as enacted by Section 1 above in said zoning map.

Section 3. That if any section, sub-section, sentence, clause or phrase of this ordinance is for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, sub-section, clause and phrase thereof, irrespective to the fact that any one or more sections, sub-sections, sentences, clauses or phrases be declared invalid.

Section 4. That all ordinances and clauses of ordinances in conflict herewith be and are hereby

repealed.

Section 6. That this ordinance shall be in full force and effect fifteen days from date of its passage.

I move the adoption of the foregoing ordinance, this 10 day of May, 1956.

J. W. McRary
COUNCILMAN

SECONDED BY: Frank Mulvaney
COUNCILMAN

read, approved and adopted, this 24 day of May, 1956, to become effective 8 day of June, 195

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

APPROVED AS TO FORM:

Robt. W. Wells
CITY ATTORNEY

Ordinance No. 389, being "AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSES AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1956 AND ENDING MAY 31, 1957", was, upon motion of Councilman Algary, seconded by Councilman Presley, unanimously passed on its third and final reading with the following vote:

Councilman McRary voted "aye" — Councilman Algary voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Presley voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 389.

AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSES AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1956 AND ENDING MAY 31, 1957 IN SAID CITY

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE DO ORDAIN:

Section 1.

[redacted]

CLERK

...ll force and effect fifteen days from date of final ...

...ordinance, this 10 day of May, 1956.

E. W. Eller
MAYOR

ATTEST:
[illegible] Silvaney
CITY CLERK

...ed and ratified, this 24 day of May, 1956, to become effective 8 day of June, 1956.

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

...ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE ... THE FISCAL YEAR BEGINNING JUNE 1, 1956 AND ENDING MAY 31, 1957", was ... seconded by Councilman Presley, unanimously passed on its third ... by:

... voted "aye" — Councilman Allary voted "aye"
... voted "aye" — Councilman Sumner voted "aye"
... voted "aye" — Councilman Morgan voted "aye"
... Eller voted "aye"

ORDINANCE NO. 382

AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1956 AND ENDING MAY 31, 1957.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ASHEVILLE AS FOLLOWS:

Section 1.

That the following annual privilege taxes, the following license taxes hereinafter specified are hereby levied for the privilege of carrying on the business, trades, professions, callings, occupations, or doing the act named, or selling or offering for sale any of the articles enumerated herein, within the corporate limits of the City of Asheville, from the first day of June, 1956, to the thirty-first day of May, 1957, unless for some other time or period herein specified, and all such taxes shall be due and payable in advance at the office of the Director of Finance. If any person shall fail to pay any license tax required by this ordinance by September 1, 1956, 2% per month of the amount of license shall be added to the tax required, and no license shall be granted ... license tax ... the two (2%) per cent per month thereof, has been ... be added ... two (2%) per centum per month on the amount of all ... so that ... delinquency from the penalties herein prescribed ... of any particular tax herein imposed shall not ... from liability ... any other tax specifically impos... ...

... shall ... applicant, ... a person of good moral character ... fit and proper ... purpose, and unless he shall ... satisfied that the ... place for ... business.

... pool rooms, bowling ... tenpin alleys, or like kind ... operated, and also restaurants, ... places where soft drinks are ... kept clear of ... tions of any kind.

Section 4.

That before license shall be issued for any of the following businesses, the applicant shall execute a satisfactory bond, payable to the City, in the amount hereinafter named, conditioned for the faithful observance by such licensee, his or its servants, agents, or employees, of all laws and ordinances now in force or hereinafter enacted, relating to such business, and further conditioned to save the City harmless from damage arising from the negligence of such licensee or agents, servants, or employees thereof, and otherwise as the City manager may determine:

1.	Pawnbrokers	$ 1,000.00
2.	Junk Dealers	1,000.00
3.	Electrical Contractors	1,000.00
4.	Electric Sign Contractors and Hangers	500.00
5.	Plumbing Contractors	1,000.00
6.	Sidewalk or Paving Contractors doing any work on sidewalks or streets costing not over $500.00	100.00
	Doing such work costing over $500.00	1,000.00
7.	House movers	500.00
8.	Taxicabs	500.00

Section 5.

That whenever the word "person" is used in this ordinance, it shall be construed to include "firms", "companies", "corporations", and "associations".

Section 6.

Where the amount to be paid for license is based upon gross sales or receipts, or other factors to be ascertained, each person applying for license to render to the Director of Finance a sworn statement of such gross sales or receipts [illegible] as the case may be, and such other and further proof as the Director may require. Shall be rendered said Director of Finance. The Director of Finance shall not be required to issue license until satisfactory proofs are furnished. Where the license is required to be renewed after [illegible] and the tax on such business is based upon gross sales or receipts, the license shall be assessed upon the probable gross sales for the year; or if the amount of tax to be paid is determined, then a sworn statement as to such facts shall be obtained, then a sworn statement as to such facts shall be rendered thereon. Provided, however, that the Director of Finance may at any time during the period covered by any license require additional sworn statements as to the sales and receipts of such business, and an additional license tax shall [illegible]

Section 7.

Where any business is [illegible] after Jan. 1, 1957 the licensee shall pay for such business and the privilege of operating same one-half of the tax prescribed; provided, however, that no license shall be issued for less than one dollar. This section is in compliance with Section 100, Article 2, Schedule B, Sub-section B, of the revenue act of the State of North Carolina for 1939, as amended.

Section 8.

The adoption of this schedule of license tax shall not abridge the right of the City Council to change, alter, increase, or decrease, any or all of the license taxes herein levied, or to levy taxes on businesses, trades, or professions not hereby taxed, at any time. And when any increase is made, the license shall be revoked unless such license tax be paid within thirty (30) days.

Section 9.

Should any section, [illegible] sentence, clause, or phrase, of this ordinance, be declared unconstitutional or invalid for any reason, the remainder of said ordinance shall not be affected thereby.

Section 10.

A separate license shall be required for each class of business and every class of business for which a license tax is required by this ordinance.

Section 11.

Any license issued under this ordinance shall be subject to revocation or suspension for a definite or indefinite time by the City Manager, without refund of any part of the tax paid, if the licensee or manager or person in charge of the business, or employees, shall violate any ordinance or law relative to such business, or be convicted of crime, or if, in the judgment of the City Manager, the licensee does, by reason of its nature or the manner or place in which it is conducted, constitute a nuisance or is a menace to good order or to public health, welfare, safety, or morals. And upon the revocation or suspension of any such license, it shall be unlawful for the person to whom such license was granted to continue to conduct such business. Any person, firm, or corporation, violating this provision, shall pay a penalty of fifty ($50.00) dollars. Each day such business is conducted after revocation or suspension of license, shall constitute a separate offense.

Section 12.

It shall be the duty of the Director of Finance to see that the Solicitor of the City Court is furnished with a list of all unpaid license taxes for the fiscal year of 1956-57, and it shall be the duty of the Solicitor of the Police Court to issue warrants for all delinquents, and to prosecute as vigorously as necessary and demand that the same be paid or inflict a penalty as provided in this ordinance.

Section 13.

That every person who shall violate any provision of this ordinance, or carry on any business, trade, or occupation, or profession, on which a license tax has been fixed, without having first paid the tax and received a license, shall be liable to a penalty of fifty ($50.00) dollars for each offense, and [illegible] as shall constitute a separate and distinct offense.

Section 14.

[illegible] a license is issued, it is [illegible] that the location of the business or the kind of business licensed is not prohibited by some other ordinance, however, if same is prohibited or found to be illegal or illegally operated the [illegible] revoke the license.

LICENSE SCHEDULE

Section 15.

ABATTOIRS:

[illegible] $50.00

ACCOUNTANTS:

[illegible]

ADVERTISING:

[illegible] tax paid

Every corporation, firm, or corporation engaged in the business of soliciting or contracting for advertising, or engaged in the business of advertising, and not specifically classified and taxed by this article, where tax is not prohibited by State statutes [illegible] license tax of, per annum - - - - - - - - $15.00

[illegible] shall not apply to newspapers or periodicals published [illegible]

[illegible] corporation, which is engaged or engages in the business of outdoor advertising, by means of sign board, poster boards, [illegible] and other outdoor advertising devices, erected upon grounds, walls, [illegible] shall pay a license tax of, per annum - - - - - - - -

Provided, that every person engaged in the business of operating street cars and/or busses and allowing or allowing to be placed within or on such cars, placards for advertising purposes, and making a charge therefor, shall pay a license tax of, per annum - $50.00

ADVERTISING BY USE OF PICTURE MACHINES.

Every person, firm, or corporation, operating a moving picture machine, and selling the use of the same for advertising purposes, shall pay an annual license tax as follows:

(a) In each place where the advertisement is run, having a seating capacity of less than three hundred (300) - - - - - - - - - - - - - - - - - - - $20.00

(b) In each place where the advertisement is run, having a seating capacity of three hundred (300) and less than one thousand (1,000) - - - - - 35.00

(c) In each place where the advertisement is run, having a seating capacity of one thousand (1,000) or over - - - - - - - - - - - - - - - - - - - 50.00

ADVERTISING BY WAGON OR VEHICLE DRIVEN THROUGH STREETS WITH ADVERTISING SIGNS.

Per annum -$10.00

NOT PRORATED.

PROVIDED, that no tax shall be collected where persons advertising place signs on their own vehicles, or for advertisement of football or baseball games.

PROVIDED, further, that the provisions of this section shall apply to all itinerants as defined herein who place advertisement signs on their vehicles.

AGENTS NOT SPECIFICALLY TAXED.

Every person engaged in business as an agent, having the agency for the manufacturer, producer, or distributor, and not specifically taxed by some other section of this License Schedule, shall pay a tax of, per annum - - - - - $25.00

AGRICULTURAL IMPLEMENTS AND MACHINERY.

Every person, firm, or corporation, engaged in the business of selling agricultural implements and machinery, shall pay a tax of, per annum - - -$25.00

AMUSEMENT DEVICES (SEPARATE FROM A CARNIVAL)

See "Gaming Devices"

AMUSEMENT PARKS.

Every person, firm, or corporation, engaged in the business of operating a park open to the public as a place of amusement, in which there may be either a bowling alley, trained animal show, menagerie or mineral bathing for exhibitions, moving picture show, theatrical performance, or similar entertainment, shall pay for the privilege of conducting such amusement park, a license tax as follows:

Municipal license for two (2) months or [illegible] - - - - - - - - - - $200.00
Municipal license for four (4) months - - - - - - - - - - - - - - - - 400.00
Municipal license for eight (8) months - - - - - - - - - - - - - - - - 600.00
Municipal license for twelve (12) months - - - - - - - - - - - - - - - 800.00

PROVIDED, the payment of the tax shall not authorize the operation of a carnival, circus, or show of any kind that moves from place to place.

ANTIQUE FURNITURE--DEALERS IN.

Per annum - $25.00
Itinerant, per annum - 100.00

ANTIQUE SHOPS.

Any person, firm or corporation, selling or distributing what is commonly termed antiques, shall pay a license tax of, per annum - - - - - - - - $25.00

ARCADES, PENNY PARLORS, PEEP SHOWS.

Each, per annum -$200.00

NOT PRORATED.

ARCHITECTS.

Exempt by State Statutes.

ART GOODS, MANUFACTURERS OR DEALERS IN.

Manufacturer retail dealers -$10.00
Itinerant - 100.00

ASPHALT OR ASPHALT SUPPLIES.

Dealers, sellers, or distributors in, each, per annum - - - - - - - $50.00

PROVIDED, when Building material tax is paid, no additional tax shall be collected under this section.

ATHLETIC SUPPLIES AND SPORTING GOODS.

Every person, firm, or corporation, selling or distributing athletic supplies or sporting goods, shall pay a license tax of, per annum - - - - $25.00

PROVIDED, every person, firm or corporation selling athletic supplies and sporting goods, or fishing tackle, whose gross sales are less than $3,000 annually, shall pay a license tax of, per annum - $10.00

ATTORNEYS.

Exempt by state statutes.

AUCTIONEERS.

(a) Every person, firm or corporation, that conducts auction sales of anything other than real estate, shall pay an annual tax of, as follows:

Residents, each, per year -$10.00
Itinerants, each per day - 5.00
Itinerants, each per week - 10.00

(b) Every person, firm, or corporation, that conducts auction sales of real estate for profit, shall pay a license tax of:

Residents, each per sale - $12.50
Residents, each per year - 25.00
Itinerants, each per day - 25.00

NOT PRORATED.

AUTOMOBILE, MOTORCYCLE AND MOTOR VEHICLE, DEALERS; AND SERVICE STATIONS.

(a) Automobile Service Stations: Every person, firm, or corporation, engaged in the business of operating any garage for the storing, painting, or repairing of motor vehicles, or semi-trailers, or engaged in the business of retailing, [illegible] any tires, tools, batteries, electrical equipment, automobile accessories or supplies, including radios designed for exclusive use in automobiles, motor fuel and/or lubricants, or any such commodities, shall pay for each location where such business is carried on, a license tax of, per annum - $12.50

(b) Automobile Service Stations, on Sidewalks or Streets: Every person, firm, or corporation, engaged in the business of operating any gasoline or oil pump located on any street or sidewalk, whether such pump is regularly used for the sale of gasoline, or oil, or not, shall pay therefor an annual license tax of, per annum, per pump - $50.00

PROVIDED, all such tanks must be installed under the direct supervision and according to the instructions of the Director of Public Works. A permit to install same must be obtained from the City Manager. The Council reserves the right, however, to prohibit the installation of such tanks on public property within the congested district of said municipality. This tax is for the right to use the sidewalk and is in addition to taxes levied by this ordinance on Automotive Service Stations.

(c) Automobile Equipment and Supply Dealers at Wholesale: Every person, firm, or corporation, engaged in the business of buying, selling, distributing, exchanging, and/or delivering automobile accessories, parts, tires, tools, batteries, and for other automobile equipment and for other supplies, of any of such commodities at wholesale, shall pay for each location where such business is carried on a license tax for every place of business, of per annum - - - - - -$62.50

PROVIDED, where the wholesale tax is paid the retail tax is not collectible on sub-section (c).

PROVIDED, any person, firm, or corporation, engaged in the business enumerated in this section, and having no located place of business, but selling to retail dealers by use of some form of vehicle, shall pay for such license, on each vehicle carrying on such business, a tax of, per annum - - - - - - - - - $25.00

(d) Body or Top Builders: Every person, engaged in the business of building bodies or tops for automobiles, busses, or trucks, including necessary curtains, shall pay therefor a license tax of, per annum - - - - - - - - - -$12.50

(e) Curtain Manufacturers: Every person, engaged in the business of manufacture of curtains for automobiles, busses, or trucks, and not building bodies or tops for such automobiles, busses, or trucks, shall pay therefor a license tax of, per annum - $17.50

(f) Motorcycle Dealers: Every person engaged in the business of buying, selling, distributing, and/or exchanging motorcycles or motorcycle supplies, or any such commodities, shall pay therefor a license tax of, per an- - - - - - - - - - - - - - - - - - - -

(g) Motor Vehicle Dealers. Every person engaged in the business of buying, selling, distributing, servising, storing, and/or exchanging motor vehicles, trailers, semi-trailers, tires, tools, batteries, electrical equipment, lubricants, and/or automotive equipment and supplies, shall pay for each location at which such business is carried on, a license tax of, per annum - - $50.00

PROVIDED, that persons, firms, or corporations, dealing in second-hand or used motor vehicles exclusively, shall be liable for - - - - - - - - $50.00

(h) Automobile Equipment, Used Parts: Every person, firm or corporation, buying and selling second-hand, used parts for automobiles, or repairing automobiles, shall pay a license tax for each business of, per annum - - - $12.50

AWNINGS AND TENTS.

Every person, firm or corporation, operating any business of manufacturing, selling, and installing or erecting tents or awnings, shall pay a license tax of:

Per annum -$50.00
Itinerants, each - 100.00

NOT PRORATED.

PROVIDED, that where stores sell ready-made standard Size window awnings, only, not more than 48 inches in width, shall pays license tax of, per annum - $15.00

-7-

PROVIDED, that persons engaged only in the business of installing or erecting awnings or tents, shall pay a license tax of, per annum - - - - - - -$15.00

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BAKERY PRODUCTS, CAKES, CRACKERS, AND DOUGHNUTS.

(a) Every person, firm, or corporation, operating a bakery or preparing or manufacturing bread, cakes, crackers, or doughnuts, shall, if selling at retail, pay a license tax of, per annum - - - - - - - - - - - - - - - - - - $25.00

(b) Selling bakery products, including bread, crackers, or cakes, and doughnuts, at wholesale, per annum - $125.00

(c) Every person, firm, or corporation, selling and delivering bakery products, including bread, cakes, crackers, or doughnuts, shall pay for the privilege of delivering such products within the city, a license tax of, per annum -$125.00

PROVIDED, that this tax shall not apply to merchants selling bakery products, bread, cakes, crackers, or doughnuts, in connection with a regular merchandising business; and, provided, further, that it shall be unlawful for any person, firm, or corporation, selling or delivering bakery products after the passage of this ordinance to sell or deliver any such products from a vehicle unless such vehicle shall have plainly and visibly painted on it the name of the person, firm, or corporation, operating same, together with the name of the city where such bakery products are manufactured and to also procure from the Health Officer a "Bakery Delivery Permit", the number of which permit must be on such vehicle.

Doughnuts, machines -$10.00

Bakery products, small pies at retail, not over 5 cents, per annum -$10.00

The foregoing shall not be collected from restaurants, on which restaurant tax has been paid.

BALLOONS, NOVELTIES, SOUVENIRS, CURIOS, FLAGS, ETC.

Every individual selling or offering for sale balloons, novelties, souvenirs, curios, flags, needles, sewing equipment, paring knives, cooking utensils, or other instruments, for the preparation of foods, or other classes of merchandise not specifically licensed or taxed herein, or ice cream, soft drinks, lunches, and fruits, shall pay a license tax of:

Per day - $7.50
Per week -15.00
Per month - 50.00

PROVIDED, that such tax shall not apply to any merchant selling said articles as part of a regular merchandise business and paying the tax prescribed for merchants; and, provided, that no person shall sell any food products under this section without first obtaining a written permit from the health officer.

PAWNBROKERS IN FIRE STOCK.

Every itinerant salesman or merchant who shall expose for sale either on a lot or in a [illegible] fire building, rented temporarily for that purpose, any goods, wares, [illegible] damaged or re-stored stock, or fire stock, not sold [illegible] shall apply for and obtain a license for the privilege of transacting such business, and shall pay for such license a tax of, per annum - $200.00

NOT PRORATED.

PROVIDED, that such tax shall not apply to any receiver or trustee conducting a bankrupt sale under order of court.

BANKS AND TRUST COMPANIES.

Every person, firm, or corporation, engaged in the business of operating any general banking or trust business, and such other business as is ordinarily conducted in connection with bank and trust companies, shall pay a license tax as follows:

If its capital stock does not exceed $100,000.00, per annum - - - $ 50.00
If its capital stock exceeds $100,000.00, but does not exceed $200,000.00, per annum - 100.00
If its capital stock exceeds $200,000.00, but does not exceed $300,000.00, per annum - 150.00
If its capital stock exceeds $300,000.00, but does not exceed $500,000.00, per annum - 300.00
If its capital stock exceeds $500,000.00 - - - - - - - - - - - - - - - - 400.00

BANKS--MORRIS PLAN OR INDUSTRIAL.

(a) Every person, firm, or corporation engaged in the business of operating a Morris Plan or Industrial Bank, shall pay for the privilege of engaging in such business, the following tax:

When the total resources, as of December 31 of the previous year, are less than $250,000.00 -$ 37.50
$250,000.00 and less than $500,000.00 - - - - - - - - - - - - - - - - - - 75.00
$500,000.00 and less than $1,000,000.00 - - - - - - - - - - - - - - - - - 112.50
$1,000,000.00 and less than $2,000,000.00 - - - - - - - - - - - - - - - - 150.00
$2,000,000.00 and less than $5,000,000.00 - - - - - - - - - - - - - - - - 225.00
$5,000,000.00 and over - 300.00

(b) Every person, firm or corporation, engaged in the business of soliciting loans or deposits for Morris Plan or other Industrial Banks, shall pay a license tax of, per annum - $25.00

Any bank not shall begin business during the current tax year, the tax shall be calculated on the total resources at the beginning of the business.

BARBER AND/OR BEAUTY COLLEGES.

Per annum - $25.00

BARBER SHOPS, BEAUTY SHOPS, OR PARLORS.

Every person, firm, or corporation, engaged in the business of conducting a barber shop, beauty shop, or other parlor of like kind, shall pay the following tax:

For each barber chair maintained in barber shop, whether chair is in use or not, per annum - $2.50
For each operator in beauty shop, parlor, or other shop of like kind in any office, hotel, or other place, per annum - - - - - - - - - - - - -2.50
For each barber chair maintained in a beauty shop, per annum - - - 2.50
Itinerant massage operators, per day - - - - - - - - - - - - - - - - - 5.00

BARBER OR BEAUTY SHOP SUPPLIES.

Every person, firm, or corporation, engaged in the selling of barber or beauty shop supplies, shall pay a license tax of, per annum - - - - - - - - $25.00

BARREL, CRATE, OR BASKET FACTORIES.

Each, per annum - $25.00

BATH HOUSES.

Every person, firm or corporation operating or maintaining a bath or massage establishment, shall pay a license tax of, per annum - - - - - - - - $25.00

-8-

BEAUTY SHOPS OR PARLORS.

See "Barber Shops".

BED MANUFACTURERS.

Each, per annum - $25.00

BEER AND OTHER BEVERAGES.

Regulated by Special City Ordinances, Sec. 241, 258, 259.

NOT PRORATED.

BICYCLES.

Each dealer or agent selling, supplying, repairing, or renting, per annum - $12.50

BILLBOARDS, ADVERTISING BY USE OF.

See "Advertising".

BILLIARDS AND POOL.

Every person, firm or corporation, association, club, or organization, by whatsoever name called, who shall rent, run, ran, maintain, or operate a table or tables on which billiards, pool, or snooker, is played, whether operated by slot or otherwise, shall pay, per annum, for the privilege of operating such billiard, pool, or snooker tables, a license tax for each table, as follows:

Tables measuring not more than 2 ft. wide and 4 ft. long - - - - -	$ 5.00
Tables measuring not more than 2½ ft. wide and 5 ft. long - - -	10.00
Tables measuring not more than 3 ft. wide and 6 ft. long - - - - -	15.00
Tables measuring not more than 3½ ft. wide and 8 ft. long - - -	20.00
Tables measuring more than 3½ ft. wide and 8 ft. long - - - - -	25.00
Tables measuring more than 4 1/2 ft. wide and 9 ft. long - - - -	30.00

PROVIDED, that in the event there should be kept, maintained, and operated, any table or tables whose measurements either by width or length are in excess of any of the dimensions in the schedule above enumerated, then and in such event such table or tables so kept, maintained and operated, shall pay a license tax at the rate of the next larger size table above classified.

BINDER OF BOOKS.

Including job printing, each, per annum - - - - - - - - - - - - - $30.00
Not including job printing, each, per annum - - - - - - - - - - - 15.00

BIRDS.

Every person, firm, or corporation, selling live birds, per annum - $10.00

PROVIDED, that when pet shop license tax has been paid, no bird license shall be collected.

BLANKET AND/OR RUG SHOPS.

Every person, firm or corporation operating a business where the principal items are blankets and/or rugs, shall pay a license tax of, per annum - $10.00

BLOCKS, CEMENT.

See "Cement Blocks".

MACHINES, LIFTING MACHINES, OR ANY EXHIBITION OR PERFORMANCE OF LIKE CHARACTER.

Each, per day - $50.00

MANUFACTURERS.

Every person, firm or corporation, making or selling or distributing

blueprints, each, per annum - $25.00

BOARDING HOUSES AND TOURIST HOMES.

(a) Boarding Houses: Every person, firm or corporation engaged in the business of operating a boarding house using no form of advertising or soliciting for transient patronage, shall pay a license tax of, per annum - - - - - - -$2.50

Those advertising for transient patronage and having a seating capacity of not more than 16 in dining room, shall pay a license tax of, per annum - - $5.00

For each additional seat (over 16) - - - - - - - - - - - - - - - - - - .50

(b) Tourist Houses: Every person, firm or corporation engaged in the business of operating a tourist home, tourist camp, or similar place advertising in any manner for transient patronage, or soliciting such business, shall pay a license tax for five rooms or less, per annum - - - - - - - - - - - - - - - -$2.50

For each and every additional room - - - - - - - - - - - - - - - - - - .50

BOATS AND BOAT SUPPLIES.

Every person, firm or corporation selling boats and/or boat supplies, and/or equipment for boats, shall pay a license tax of, per annum - - - - $25.00

BOND MAKERS.

(a) Every person, firm or corporation, who justifies on any civil bond or makes a bond of any civil nature whatsoever for any other person, firm or corporation, for profit, shall pay a license tax, per annum - - - - - - - - $75.00

(b) Every person, firm, or corporation, who justifies on any criminal bond or makes an appearance bond for a defendant in the Criminal Courts within the City of Asheville, and receives compensation therefor, shall pay a license tax of, per annum -$40.00

PROVIDED, that in the event any person, firm, or corporation, engages in the business of justifying on or making both civil and criminal bonds for profit, then and in such event, such person, firm, or corporation, shall pay an annual tax of -$100.00

BOOK AGENTS.

For annum - $25.00
Per day - 2.50

NOT PRORATED.

Each agent shall always carry the license receipt issued and show the same when called to do so by anyone whom such agent calls on for the purpose of making a sale or demonstration.

BOOKBINDERS.

See "Binders of Books".

BOOK STORES AND STATIONERS.

Every person, firm, or corporation, engaged in the business of selling books and stationery, where fifty (50%) per cent or more of the business is derived from the sale of books and stationery, shall pay a license tax of, per annum -$25.00

Where the principal business is not the sale of books and stationery, a tax shall be paid of, per annum -$2.50

PROVIDED, this shall not apply to newsstands.

BOOTBLACK STANDS.

Every person, firm, or corporation, operating any shoeshine parlor

or other glass open to the public for the shining of shoes, and having two or more seats or chairs, shall be charged per annum, for each seat or chair - - $ .50

BOTTLING WORKS.

(a) Every person, firm, or corporation, manufacturing, producing, bottling, or distributing in bottles, or other closed containers, soda water, Coca-Cola, Pepsi-Cola, Ginger Ale, Chero-Cola, Dr. Pepper, grape, and other fruit juices or imitations thereof, carbonated or malted beverages, and like preparations, commonly known as soft drinks, shall pay a special license tax under the following schedule, to-wit:

LOW PRESSURE EQUIPMENT:

Where the machine or the equipment unit used in the manufacture of the above named beverages is:

51 spouts or greater capacity, low-pressure filler	$225.00
41 spouts and less than 51 spouts, low-pressure filler	187.50
36 spouts and less than 41 spouts, low-pressure filler	150.00
32 and less than 36 spouts, low-pressure filler	125.00
24 spouts and less than 32 spouts, low-pressure filler	87.50
18 and less than 24 spouts, low-pressure filler	62.50
12 and less than 18 spouts, low-pressure filler	21.87

HIGH PRESSURE EQUIPMENT.

Where the machine or the equipment unit used in the manufacture of the above named beverage is a:

Royal (8-head); Shields (6-head); Adriance (6-head); or other high pressure equipment having manufacturers' rating capacity of over 80 bottles per minute - $150.00

Royal (4-head); Adriance (2-head); Shields (2-head), full equipment having manufacturers' rating capacity of over fifty and less than sixty bottles per minute - $125.00

Royal (4-head); Adriance (2-head); Shields (2-head); (full automatic); or other high pressure equipment having manufacturers' rating capacity of more than 40 and less than 50 bottles per minute - $87.50

Dixie (automatic); Shields (2-head hand feed); Adriance (1-head); Calleson (1-head); Senior (high pressure); Junior (high pressure); or Burns' or other high pressure equipment having manufacturers' rating capacity of more than 24 bottles and less than 40 bottles per minute - - - - - - - - - - - - - - - - $13.12

Single-Head Shields; Modern Bond (power), Baltimore (semi-automatic), and all other machines, or equipment, having manufacturers' rating capacity of less than 24 bottles per minute, and all foot power bottling machines - - - - $8.75

PROVIDED, that any bottling machine or equipment unit is not herein specifically mentioned shall bear the same tax as a bottling machine or equipment unit of the nearest rated capacity as herein enumerated; provided, that where any person, firm, or corporation, or association, has within his bottling plant or place of manufacture more than one bottling machine or equipment unit, then such person, firm or corporation, or association, shall pay the tax as herein specified upon every such bottling machine or equipment unit whether in actual operation or not.

(b) Every person, firm, corporation, or association distributing at wholesale, or jobbing, bottled beverages, as enumerated in sub-section (a), shall pay an annual license tax of - $12.50

PROVIDED, however, that where the tax levied under sub-section (a) hereof has been paid on any of the bottling machines, or equipment units enumerated therein, the said bottler under sub-section shall not apply, nor shall any bottler be required to pay any part of the tax on any of the products, beverages, or articles enumerated in sub-sections (a), and (b), where a tax has been paid under sub-sections (a) or (b).

(c) Brokers, salesmen, or other writers, selling or delivering in the city, per annum - - - - - - - - - - - - - - - - - - -

person, for license; and file bond with a company licensed to do such business in the State of North Carolina as surety conditioned as the said Council may determine, which bond must be approved by the Solicitor of the Police Court; provided, every pawnbroker shall make a daily report to the Chief of Police, such report to give an accurate record of each individual article received or deposited as surety, showing name and address of owner, description of article sufficient for identification, amount advanced for loan; such report to be made in a clear legible hand or on a typewriter.

Any person, firm or corporation, transacting the business of pawnbroker without a license, as provided in this section, or violating any of the provisions of this section, shall be guilty of a misdemeanor, and fined not less than fifty ($50.00) dollars.

BROKERS, STOCK.

Every dealer in stocks, bonds, or other securities, whether engaged in buying or selling on commission, or buying outright, shall pay a license tax of, per annum - - -

a week, shall pay for the privilege of engaging in such business or amusements, for each week or part of a week, a tax of - - - - - - - - - - - - - - - - - $150.00

Provided, before any carnival company shall give any performance or exhibition, or open for the conduct of business within the corporate limits of the City of Asheville, an application in writing shall be made to the City Council, verified by the owner or manager of such carnival company, giving the following information:

The name of the owner of such carnival company, and in the event such owner is a corporation, the state where chartered, and its office or principal place of business, together with names of the officers of such corporations, or if a partnership, the names of all the partners; also, the route for a period of three weeks following the playing in the City of Asheville.

Only one carnival will be licensed to play within the corporate limits of the City during any one month, and in the event of the granting of any license permit, such permit shall authorize only the operation of the exhibition known as "Shows", or "rides", and the operation of any gambling games, including "wheels", "stores", or other concessions, are expressly prohibited, and the right is hereby reserved to refuse any and all applications for permits, and in no event will any rebates, reductions from the tax levied, be made for any cause or purpose whatsoever.

A cash deposit of fifty dollars will be required for each carnival before "setting up" on lot, to defray the expenses of the Sanitary Department for cleaning up the lot used. The actual cost of cleaning will be charged and a refund will be made in the event of any surplus.

CARTRIDGES.

See "Pistols".

CARPET OR RUG CLEANING.

Per annum - $25.00

Where license is paid under "Cleaning or Pressing Club Establishments" tax is not collectible under this section.

CASKETS, COFFINS—DEALERS IN.

Every person, firm, or corporation, engaged in the business of burying, and/or embalming the dead, or in the retail of coffins, caskets, or other funeral supplies, shall pay a license tax of, per annum - - - - - - - - $100.00

Provided, this section shall not apply to a cabinet-maker who is not an undertaker, who makes coffins to order, nor to licensed embalmers.

CEMENT BLOCKS.

Manufacturers of cement blocks, or pipe manufacturers, each, per annum - $25.00

CEMENT—READY-MIXED.

Every person, firm or corporation dealing in Ready-Mixed cement shall pay a license tax of per annum - $25.00

CEREAL MANUFACTURERS.

Every person, firm, or corporation, manufacturing cereals, shall pay a license tax of, per annum - $25.00

CHAUTAUQUAS AND ENTERTAINMENTS—CHARITABLE.

Per week or part week - $20.00

All exhibitions or entertainments given for the sole benefit of religious, charitable or educational objects, shall be exempt from taxation.

Provided, that when operas, chautauquas, star courses, or theatrical troups, are employed, such as usually appear in licensed halls, then the tax shall be the same as that imposed on traveling theatrical companies performing in unlicensed halls.

Provided, further, that no tax shall be charged for any exhibition or entertainment for the sole benefit of religious, charitable or educational objects, and given in halls used at the time exclusively for such objects, nor for exhibitions given at city parks when no charges for admission are made.

CHAIN AND BRANCH STORES.

Every person, firm, or corporation, engaged in the business of operating or maintaining, under the same general management, supervision, or ownership, two or more stores or mercantile establishments in the State, where goods, wares and/or merchandise are sold, or offered for sale at retail, or wholesale, shall be deemed a branch or chain store operator. On each and every such store operated, a license tax shall be paid of, per annum - - - - - - - - - - - - $50.00

"Chain Store" further defined. The term "chain store" as used in this section shall include stores operated under separate charters of incorporation, if there is common ownership of a majority of stock in such separately incorporated companies; and/or if there is similarity of name of such separately incorporated companies, and/or if such separately incorporated companies have the benefit in whole or in part of group purchase of merchandise, or of common management. And in like manner the term "chain store" shall apply to any group of stores where a majority interest is owned by an individual or partnership.

CHEMISTS, MANUFACTURER

Each, per annum - $15.00

CHEWING GUM, DEALERS IN

See "Candy".

CHICKENS, DUCKS AND TURKEYS.

Every person, firm, or corporation, selling from their business establishment, any chickens, ducks, or turkeys under six weeks of age, shall pay a license tax of, per annum - $10.00

NOT PRORATED.

CHINA AND QUEENSWARE.

Every person, firm, or corporation, engaged in the business of selling china and queensware, shall pay a license tax per annum, as follows:

Where the principal business is from the sale of such articles - $25.00

Where the principal business is not from the sale of such articles - 5.00

CIGARS, CIGARETTES, AND TOBACCO—RETAILERS AND JOBBERS.

Every person, firm, or corporation, manufacturing cigars, cigarettes, chewing tobacco, smoking tobacco, snuff, or any other tobacco products, shall pay a license tax of, per annum - $10.00

Every person, firm, or corporation engaged in the business of retailing cigars, cigarettes, chewing tobacco, smoking tobacco, snuff, or any other tobacco products, shall pay a license tax of, per annum - - - - - - - - - - - - - $5.00

Every person, firm, or corporation, engaged in the business of retailing, wholesaling, and/or jobbing cigars, cigarettes, chewing tobacco, smoking tobacco, snuff, or any other tobacco products, shall pay a license tax of, per annum - $10.00

CIRCUSES.

Every person, firm, or corporation, engaged in the business of exhibiting performances, such as a circus, menagerie, wild west show, dog and/or pony show, or any other show, exhibition, or performance similar thereto, shall pay the following tax for each day or part thereof:

(a) Such shows and/or exhibitions traveling on railroads and requiring transportation of:

Not more than two cars	$15.00
Three to five cars, inclusive	22.50
Six to ten cars, inclusive	45.00
Eleven to twenty cars, inclusive	62.50
Twenty-one to thirty cars, inclusive	87.50
Thirty-one to fifty cars, inclusive	125.00
Over fifty cars	150.00

(b) Such shows and/or exhibitions traveling by automobiles, trucks or other vehicles, other than railroad cars, and requiring transportation by:

Not over two vehicles	$ 3.75
Three to five vehicles	5.00
Six to ten vehicles	7.50
Eleven to twenty vehicles	12.50
Twenty to thirty vehicles	22.50
Thirty to fifty vehicles	30.00
Fifty-one to seventy-five vehicles	37.50
Seventy-six to one hundred vehicles	50.00
Over One Hundred vehicles, per vehicle in excess thereof	2.50

It is the intent of this subsection that every vehicle used in transporting circus property or personnel, whether owned by the circus or by others, shall be counted in computing the tax.

(c) Each side show, curiosity show, or other similar show, exhibiting on the same or contiguous lots with a circus, the tax shall be, per day or part of a day - $ 7.50

And each separate tent shall be regarded as a sideshow, and shall pay the license tax hereinbefore provided.

The payment of the foregoing tax shall permit only the exhibition known as the "sideshow", or in circus parlance, the "kid show". Before any permit for the licensing of any circus, menageries, wild west show, or dog and pony show will be given, an application must be made to the City Manager, which application must show the name and title of the circus or other exhibition, the manager thereof, the owner or operators of the same, and, if a corporation, the principal office or place of business, and the officers thereof, and the route of such circus or exhibition for the six days following any performance in Asheville; and if such route is not determined at the time of such application, it must be filed before giving any performance within the City; the number of cars, including "advance cars", the lot upon which the "big top", "cook house", stables, and other tents and equipment will be placed; whether a parade will be given or not; the articles of merchandise to be vended, and the retail price thereof; which application must be sworn to and subscribed before an officer authorized to administer an oath; provided, further, that the tax shall be based on the report of the State Treasurer or an actual count of cars by the Director of Finance and the payment of a license on the main and sidemshows shall not authorize or permit the operation or the sale of any concession, soft drinks, or other merchandise without payment of the tax specifically designated herein upon such sales, and the sale of any and all foodstuffs shall be under the supervision of the Health and Sanitary Departments, and all ordinances regulating the handling of food shall apply to sales by any circus, their servants, agents, employees, or concessionaries.

Provided, further, that a cash deposit of fifty ($50.00) dollars will be required from each circus or exhibition before "setting up" on lot, to defray the expenses of the Sanitary Department for cleaning up the lot used. The actual cost of such cleaning will be charged and refund will be made in the event of any surplus. A deposit to cover cost of water used from the city supply will be required in accordance with the size of the circus.

CLAIM OR COLLECTION AGENCIES.

Every person, firm, corporation or association engaged in the business of operating a collection agency for the purpose of collecting accounts, bills, notes, or any other indebtedness from one person, firm or corporation in favor of another, shall pay a license tax of, per annum - - - - - - - - - - - - - $20.00

Provided, that this section shall not apply to a regularly licensed practicing attorney-at-law.

CLEANING AND PRESSING ESTABLISHMENTS.

See "Pressing Clubs".

CLEANERS OR DYERS OF HATS.

See "Pressing Clubs".

CLOTHING MERCHANTS.

Men's and boys' Apparel.

Every person, firm, or corporation selling men's and boys' apparel at retail, shall pay the following graduated license tax based on the annual gross receipts:

Less than $2,000 annually	$ 5.00
2,000 and less than 5,000	10.00
5,000 and less than 10,000	15.00
10,000 and less than 15,000	20.00
15,000 and less than 25,000	25.00
25,000 and less than 35,000	30.00
35,000 and less than 50,000	40.00
50,000 and less than 75,000	50.00
75,000 and over	75.00

CLOTHING MERCHANTS.

Women's, Misses' and Girls' Apparel.

Every person, firm or corporation selling women's, misses' and girls' apparel at retail, shall pay the following graduated license tax based on the annual gross receipts:

Less than $2,000 annually	$ 5.00
2,000 and less than 5,000	10.00
5,000 and less than 10,000	15.00
10,000 and less than 15,000	20.00
15,000 and less than 25,000	25.00
25,000 and less than 35,000	30.00
35,000 and less than 50,000	40.00
50,000 and less than 75,000	50.00
75,000 and over	75.00

CLOTHING--SECOND-HAND.

Dealers in second-hand clothing shall pay a license tax of, per annum - $25.00

Provided, that all such dealers shall secure a permit from the Health Officer.

COAL AND COKE DEALERS.

(a) WHOLESALE: Every person, firm, or corporation, either as agent or principal, engaged in and conducting the business of selling coal or coke in carload lots, or in greater quantities, shall be deemed a wholesale dealer, and shall pay a license tax of, per annum - - - - - - - - - - - - - - - - - - $75.00

PROVIDED, that if such wholesale dealer shall also sell coal or coke, in less than carload lots, he shall not be subject to the retailers' license tax provided in sub-section (b) hereof.

(b) RETAIL: Every person, firm or corporation, either as agent or principal, engaged in and conducting the business of selling or delivering coal or coke at retail within the corporate limits of the City of Asheville, shall pay a license tax of, per annum - $75.00

PROVIDED, however, that dealers or peddlers in coal who sell in quantities of five hundred pounds or less, shall pay per annum - - - - - - - - $25.00

Those who sell in quantities of 100 pounds or less shall pay, per annum - $5.00

NOT PRORATED.

COCA-COLA, BOTTLING WORKS, MERCHANTS OF.

See "Bottling Works".

COFFEE.

See "Tea, Coffee, and Sugar".

COFFEE ROASTERS.

Every person, firm or corporation, engaged in operating one or more coffee roasting machines, shall pay a license tax of, per annum - - - - - - - $25.00

COFFINS, CASKETS—DEALERS IN.

See "Caskets, Coffins, Dealers In".

COLD STORAGE WAREHOUSES.

On each person, firm or corporation operating a warehouse where cold storage is furnished for any purpose, a license shall be paid, per annum.- $125.00

Where this tax is paid no other warehouse tax shall be paid.

COMMERCIAL AGENTS.

Each, per annum - $25.00

COMMISSION BUYERS AND SELLERS.

Every person, firm or corporation, who or which engages in the business of buying and/or selling on commission any cotton, grain, provisions, or other commodities, either for actual, spot, or instant delivery, shall pay a license tax of, per annum - $50.00

CONTRACTORS AND CONSTRUCTION COMPANIES.

(a) Every person, firm or corporation who, for a fixed price, commission, fee, or wage, offers or bids to construct within the City of Asheville any building, highway, street, sidewalk, bridge, culvert, sewer, water or drainage system, electric or steam railway, reservoir, or dam hydraulic or power plant, transmission line or tower, excavation, or grading or other improvement of structure, or any part thereof, shall pay a license tax of, per annum - - - - - - - - - - - - - - - - - - -

(b) On each motor vehicle hauling or delivering milk products at retail or wholesale, a license tax shall be paid of, per annum - - - - - $15.00

(c) On each horse-drawn vehicle, a license tax shall be paid of per annum - $7.50

Provided, that where the $200.00 license is paid under sub-section (a), the taxes under sub-section (b) and (c) are not collectible.

"D"

DANCES.

Every person, firm or corporation, operating a dance hall where admission is charged, or where a charge per dance is made, in the City of Asheville, shall pay a license tax of, per annum - $25.00

Where the annual license tax is not paid, per dance - - - - - - - - - 3.00

This tax shall not apply to any place where dances are given, regardless of whether other tax is paid or for what purpose the proceeds are to be used

DANCING SCHOOLS.

Every person, firm or corporation, operating a dancing school, or place for giving instruction in dancing shall pay a license tax of, per annum - $10.00

DECORATORS.

Every person, firm or corporation, placing decorations or buntings on buildings, streets, or other places, for compensation, shall pay a license tax of:

Resident - $15.00
Itinerant - 75.00

NOT PRORATED.

DECORATORS, INTERIOR.

See "Interior Decorators".

DELICATESSENS.

Every person, firm or corporation, operating a delicatessen stand, shall pay a license tax of, per annum - $25.00

However, if restaurant service is given, a tax shall be paid as herein provided for restaurants.

DELIVERY AGENCIES.

Parcel or delivery companies shall pay a license tax, where automobiles or trucks are used, of per annum - $60.00

Provided, however, that persons, firms, or corporations, delivering packages, parcels or bundles, and charging for such service, and using bicycles, or delivering by other means, shall pay a license tax of, per annum - - - $15.00

Provided, further, that persons, firms, or corporations, delivering packages, parcels, bundles, by motorcycle, and charging for such service, shall pay a license tax of, per annum - $30.00

DENTAL LABORATORIES SUPPLIES OR EQUIPMENT.

Every person, firm or corporation, selling, distributing, and/or jobbing dental supplies, shall pay a license tax of, per annum - - - - - - - $50.00

Provided, however, that the provisions of this section shall not apply

to licensed drug stores or licensed dentists.

DENTISTS.

Exempt by State Statutes.

DETECTIVE AGENCIES.

Each, per annum - $20.00
Each employee of any agency, per annum - - - - - - - - - - - - - - - - - 5.00

DEVICES, TRADING STAMPS, ETC.

On every person, firm, or corporation, engaged in the business of issuing, selling, and/or delivering trading stamps or checks, receipts, certificates, tokens or other similar devices, o persons engaged in trade or business with the understanding or agreement expressed or implied that the same shall be presented or given by the latter to their patrons as a discount, bonus premium or as an inducement to secure trade or patronage, and that the person, firm or corporation, selling and/or delivering the same will give the persons presenting or promising the same, money or thing of value, or any commission or preference in any way on account of possession or presentation thereof, license tax of, per annum - $200.00

(a) This section shall not be construed to apply to a manufacturer or to a merchant who sells the goods, wares, or merchandise of such manufacturer offering to present to the purchaser or customer a gift of certain value as an inducement to purchase such goods, wares or merchandise.

DIRECTORIES.

Every person, firm or corporation, compiling, selling, or delivering city directories, shall pay a license tax of, per annum - - - - - - - - - $25.00

~~DOGS. (THREE MONTHS OLD OR OVER).~~

~~Each, per annum (male and spayed female) - - - - - - - - - - - - - - - $1.00~~
~~Each, per annum (female) - 3.50~~
~~Duplicate tags each - .10~~

~~All dogs running at large in a public place between May 1st and October 1st shall be muzzled or on a leash.~~

~~PROVIDED, that any dog caught on the streets of the City of Asheville, without a City license, shall be impounded and an impounding fee of $1.00 shall be paid, in addition to the license as prescribed in this ordinance, and if the dog is not called for within five days, the owner shall have no claim on said dog.~~

~~If the licenses on dogs are not paid within five days from date of notice, the owner will be subject to a summons to the Police Court of the City of Asheville.~~

~~The City Tax Office, upon positive identification of a dog owner by any person, shall notify the owner to confine said dog at a licensed kennel, pound for 10 days, at the owner's expense.~~

~~Seven dogs or more, see "Kennels".~~

~~NOT PRORATED.~~

DOUGHNUTS.

All Brown Bobby or doughnut machines, each, per annum - - - - $10.00

DRUG STORE LUNCHES.

See "Restaurants".

DRY GOODS AND/OR NOTIONS AT WHOLESALE.

Every person, firm or corporation selling dry goods, and/or notions, at wholesale, shall pay a license tax of, per annum - - - - - - - - - - - $25.00

DYERS.

See "Pressing Clubs".

"E"

EGGS.

See "Poultry and Eggs".

ELECTRICAL ENGINEERS.

Exempt by State Statutes.

ELECTRICAL EQUIPMENT, FIXTURES OR SUPPLIES.

Every person, firm or corporation, selling or distributing any electrical equipment, supplies, or fixtures, where the principal business done is electrical equipment, fixtures, or supplies, shall pay a license tax of, per annum - $25.00

Where the principal business done is not from the sale of electrical equipment, fixtures, or supplies, a tax of, per annum - - - - - - - - - - - - $10.00

ELECTRICAL CONTRACTORS, PLUMBERS, STEAM AND GAS FITTERS.

See "Contractors".

ELECTRIC LIGHT COMPANIES.

On every electric light company, power company, gas company, or street railway company, doing business or having an office within the City, an annual license tax of one per cent on the gross receipts of its said business shall be paid.

ELECTRIC SIGNS.

Every person, firm, or corporation, selling, erecting, repairing, making, or distributing electric signs, shall pay a license tax of, per annum - - - - - - - - - - - - - - - - - - -

FEATHER RENOVATORS.

Each, per annum - $25.00

FERRIS WHEELS.

See "Riding Devices".

FERTILIZER DEALERS.

Every person, firm or corporation or their agents selling, delivering or distributing fertilizer or plant food, shall pay a license tax of each, per annum - - - - - - - - - - - - - - - - - - -

FRATERNAL INSURANCE ORDERS.

Exempt by State Statutes.

FRUIT PEDDLERS.

See "Fruits and Produce".

FRUIT STANDS.

Every person, firm or corporation whose principal business is selling fruits and/or vegetables shall pay for fruits and vegetables a license tax of - - -

and shall apply for and procure from the collector of special license taxes a municipal license for the privilege of transacting such business and shall pay for such license the following annual tax:

Peddling on foot, per annum	$5.00
Peddling with horse drawn vehicles, per annum	5.00
Peddling with passenger car or with small trucks, up to and including one-half ton capacity	7.50
Trucks of over one-half ton capacity	12.50

PROVIDED, however, that before license can be issued by the City to permit peddling within the corporate limits of the City of Asheville, every such person shall exhibit to the Tax Collector his or its state license for the privilege of peddling.

Any person, firm, or corporation employing the service of another as a peddler, whether on a salary or on a commission basis, shall be liable for the payment of taxes levied in this section.

(b) Any person, firm or corporation, who or which sells or offers to sell, from a cart, wagon, truck, automobile, or other vehicle, operated over and upon the streets within the City, any fresh fruits and/or vegetables shall be deemed a peddler within the meaning of this section, and shall pay the annual license tax levied in Sub-section (a) of this section with reference to the character of vehicle employed.

(c) Any person, firm or corporation, who or which sells or offers for sale, from any railway car, fresh fruits and/or vegetables, shall be deemed a peddler within the meaning of this section and shall pay an annual license tax of - - -

a chicken hatchery, shall pay a license tax of, per annum - - - - - - - - $25.00

HATS.

See "Millinery".

HEALING--PROFESSIONAL ART.

Exempt by State Statutes.

HIDE DEALERS.

Each, per annum -$100.00

HORSES, MULES, AND PONIES--DEALERS IN.

Every person, firm or corporation, engaged in the business of buying and selling horses and/or mules and/or ponies, shall pay a license of, per annum - $42.50

HOSPITAL SUPPLIES--DEALERS IN.

Every person, firm or corporation engaged in the business of selling or distributing hospital supplies shall pay a license tax of, per annum - $10.00

Provided, however, the tax shall not be collected from persons, firms or corporations operating a drug store.

HOTELS.

Every person, firm or corporation engaged in the operation of any hotel, shall pay the following tax, per annum:

(a) American Plan: For hotels operating on the American Plan for rooms in which rates per day are:

Less than $2.00	$ .30
2.00 and less than 3.00	.45
3.00 and less than 4.50	.90
4.50 and less than 6.00	2.10
6.00 and less than 7.50	2.70
7.50 and less than 15.00	3.00
Over 15.00	3.60

(b) European Plan: For hotels operating on the European Plan, for rooms in which rates per day are:

Less than $2.00	$ .60
2.00 and less than 3.00	1.50
3.00 and less than 4.50	2.25
4.50 and less than 6.00	2.75
6.00 and less than 7.50	3.25
7.50 and less than 10.00	3.75
Over 10.00	4.25

Provided, however, the office, dining room, parlor, kitchen and two other rooms shall not be counted when calculating the number of rooms in the hotel.

HOTEL AND RESTAURANT EQUIPMENT--DEALING IN.

Every person, firm or corporation engaged in the business of selling or distributing equipment for hotels or restaurants, whether for the culinary or other departments, shall pay a license tax of, per annum - - - - - - - $50.00

HOUSE MOVING, WRECKING HOUSES OR OTHER STRUCTURES.

Every person, firm or corporation engaged in the business of moving, demolishing, or wrecking houses or other structures, shall pay a license tax of, per annum -$25.00

Provided, however, when this license is paid, license under second-hand building material is not collectible.

HYPNOTISTS.

Prohibited.

ICE CREAM--ITINERANTS SELLING.

See "Balloons".

ICE CREAM--RETAIL MANUFACTURER OR WHOLESALE DEALERS.

(a) Each retail dealer, per annum - - - - - - - - - - - - - - - - - -$2.50

PROVIDED, that a retail tax shall not be collected from restaurants or drug stores who have paid the prescribed tax.

(b) Every person, firm or corporation engaged in the business of manufacturing or distributing ice cream at wholesale, shall pay a tax of one-eighth (1/8) of a cent for each gallon manufactured, sold, and/or distributed. Reports shall be made to the Director of Finance on such form as he may approve on the 1st day of December and 31st day of May of each tax year, covering all such gross sales during the six months' period, said tax of one-eighth (1/8) of a cent per gallon, shall be paid within and at the time of making said reports. For the purpose of this section, the words "ice cream" shall apply to ice cream, frozen custards, sherbets, water ices and/or similar frozen products.

(c) Ice cream peddlers, shall pay a license tax of, per annum -$25.00

License issued, subject to approval and supervision of the Health Department and before party making application can be granted a license, it will be necessary to have a written statement from the Health Officer that the proposed method of handling ice cream is approved by him.

For the purpose of this section, "ice cream", shall apply to ice cream, frozen custards, sherbets, water ice, and/or similar frozen products.

ICE DELIVERY SERVICE.

Every person, firm or corporation selling and/or delivering ice which has been purchased from a manufacturer who has paid the ice manufacturer's license, the tax shall be on each vehicle, per annum - - - - - - - - - - - -$10.00

Every person, firm or corporation selling and/or delivering ice which has been purchased from a manufacturer who has not paid the ice manufacturer's license, the tax shall be per vehicle, per annum - - - - - - - -$50.00

PROVIDED, however, that this shall not apply to persons, firms or corporations, who pay the license tax under "Ice Manufacturers or Dealers".

ICE DEPOTS.

On each retail depot with electric refrigeration, a license tax shall be paid o , per annum - $25.00

On each retail depot without electric refrigeration, a license tax shall be paid of, per annum - $12.50

ICE MANUFACTURERS OR DEALERS.

Any person, firm or corporation, manufacturing ice, shall pay a license tax of, per annum - $150.00

PROVIDED, that where the manufacturing plant is outside of the City but the business is selling and delivering within the City, shall pay a license tax of, per annum - $150.00

NOT PRORATED.

IMPLEMENTS.

See "Agricultural Implements and Machinery".

INSURANCE AGENTS.

Exempt by State Statutes.

INSURANCE FIRE COMPANIES.

Exempt by State Statutes.

INSURANCE FIRE ADJUSTERS.

Exempt by State Statutes.

INSURANCE—FRATERNAL ORDERS.

Exempt by State Statutes.

INSURANCE—TITLE.

See "Title Insurance".

INTERIOR DECORATING AND WALL-PAPER HANGING.

Every person, firm or corporation engaged in the business of paper-hanging, or engaged in the business of interior decorating, shall pay a license tax as follows:

Wall-paper hanging, per annum - - - - - - - - - - - - - - - - $10.00
Interior decorating, per annum - - - - - - - - - - - - - - - - 10.00
Interior decorating does not include painting or wall-paper hanging.

"J"

JEWELRY.

Every person, firm or corporation operating a jewelry store, or shop, or selling plated and silverware, shall pay a license tax of, per annum - $45.00

Every person, firm or corporation having a jewelry department, selling plated or silverware or what is commonly known as costume or ornamental jewelry and not engaged principally in the sale of jewelry, shall pay a license tax of, per annum - $20.00

JEWELRY STANDS.

Every person, firm or corporation making key rings, tags, etc., in any place other than a building for such purposes, shall pay a license tax of, per annum - $10.00

NOT PRORATED.

PROVIDED, that no person shall be allowed to make jewelry, key rings, tags and trinkets upon public property or on the streets, sidewalks, or alleyways of the City.

JEWELRY REPAIR SHOPS—OR WATCHMAKERS.

Every person, firm or corporation operating a jewelry or watch repair shop shall pay a license tax of, per annum - - - - - - - - - - - - - - - - $5.00

PROVIDED, that where a jewelry shop or store pays a jewelry tax, no tax shall be collected hereunder.

JUNK DEALERS.

Every person, firm, or corporation engaged in the business of buying and/or selling or dealing in what is commonly known as junk, including scrap metals, glass, waste paper, waste burlap, waste cloth and cordage of every nature, kind and description, shall apply for and obtain a license for the privilege of engaging in such business and shall pay for such license an annual tax for each location where such business is carried on - - - - - - - - $62.50

Any person, firm or corporation desiring a license hereunder, must first make application in person to the City Manager, and will be required to furnish justified bond in the sum of $1,000.00 conditioned according to the City Ordinance applicable thereto.

-34-

"K"

KENNELS, DOG.

Every person, firm or corporation buying, selling or offering for sale dogs or puppies shall pay a license tax of, per annum - - - - - - - - - - $50.00

The keeping of seven or more dogs on the same premises, shall constitute the keeping of a kennel.

KNIFE OR CANE RACKS.

See "Cane Knives".

KNIVES.

See "Bowie Knives"

KNUCKLES, BRASS.

See "Bowie Knives".

KODAKS.

See "Cameras".

"L"

LABOR AGENTS, SOLICITATION.

(a) Every person, firm or corporation, either as agent or principal, engaged in soliciting, hiring, and/or contracting with laborers, sole or resident in this State, for employment out of the State, shall pay a license tax of, per annum - $100.00

(b) Every person, firm or corporation, who or which engages in the business of securing employment for a person or persons and charging therefor a fee, commission, or other compensation, shall pay a license tax of, per annum - $100.00

PROVIDED, however, that this section shall not apply to any employment agency operated by the United Government, the State, or any County or Municipality whose sole business is procuring employees for work in the harvesting of farm crops within the State of North Carolina.

LAUNDRIES.

Every person, firm or corporation engaged in the business of operating a laundry, including wet and/or rough wash laundries, where steam, electricity, or other power is used, also including renting towels and other linens, shall pay a license tax of, per annum - $62.50

PROVIDED, that any laundry, known as Launderette, Laundromat, Launderall and similar types of business herein referred to, where the work is performed by home-style machines only, and where not more than 12 persons are employed including the owner, shall pay a license tax of, per annum - - - - - - $31.25

PROVIDED, that any laundry or other concern doing a gross volume of business of [illegible] $100.00 per month, shall pay a license tax of, per annum - $25.00

PROVIDED, also, that this section shall not apply to washerwomen.

Every person, firm, or corporation operating what is commonly called a cash and carry office receiving laundry and/or cleaning and pressing shall pay a tax of, per annum - $10.00

LAUNDRY AGENCIES.

Every person, firm or corporation engaged in the business of operating a laundry outside of Asheville, and soliciting laundry business within

-35-

O

the City of Asheville through agents, shall pay a license tax of, per annum ---------- $12.

LAWYERS.

Exempt by State Statutes.

LEASING OR SELLING FILMS.

Exempt by State Statutes.

LECTURES, PROFESSIONAL.

Each lecture where admission is charged, except [illegible] charitable, religious, or educational purposes ----------

LEMONADE--ITINERANT.

See "Balloons".

LEMONADE STANDS.

On public occasions, same as [illegible] tax

LIFTING MACHINES, BLOWING MACHINES.

Each, per day ----------

LIGHTNING ROD AGENTS.

Each lightning rod dealer having [illegible] receiving point, shall pay a license tax of ----------

LINEN SERVICE.

Every person, firm or corporation [illegible] linen for a rental or on a fee basis, shall pay a license tax of, per annum ----------

LINEN SHOPS.

Every person, firm, or corporation engaged [illegible] principal items sold are linens, shall pay a license tax of, per annum ----------

LIVERY STABLES.

On every person, firm or corporation, who keeps horses or mules to hire or let, with or without vehicles, or run a biten and feed stable, a license tax shall be paid of, per annum ---------- $10.00

LOAN AGENTS OR BROKERS.

Every person, firm or corporation [illegible] of making loans or lending money, and securing [illegible] payment of, salaries or wages or any part thereof, [illegible] of debt for repayment of such loans in installments [illegible] maintaining in connection with same any office or other located or established place for the conduct, negotiation, or transaction of such business, and or advertising or soliciting such business in any manner whatsoever, shall be deemed a loan agency, and shall pay a license tax of, per annum ---------- $100.00

PROVIDED, that this shall not be [illegible] industrial banks, trust companies, building and loan associations, nor installment paper dealers as defined in Section 152 of the Revenue Act of 19[illegible]53", as amended, shall apply to those persons or concerns operating, or commonly known as loan companies or finance companies, and whose business is as hereinbefore described, and those persons, firms or corporations pursuing the business of lending money and taking as security for the payment of such loan and interest an assignment of wages, or an assignment of wages with power of attorney to collect same, or other order of chattel mortgage or bill of sale upon household or kitchen furniture.

-36-

LOAN COMPANIES.

See "Mortgage Loan Companies".

LUBRICANTS, OIL, ETC.--DEALERS IN.

See "Oils and Gasoline".

LUGGAGE.

(a) Each and every person, firm or corporation where 75 per cent of the gross sale or stock of merchandise carried is luggage, shall pay a license tax of, per annum ---------- $25.00

(b) Each and every person, firm or corporation, selling luggage, and where less than 75 per cent of the sales or stock of merchandise consists of luggage, shall pay a license tax of, per annum ---------- $5.00

LUMBER--WHOLESALE DEALERS.

Every person, firm or corporation with an office within the City of Asheville, manufacturing, buying and/or selling lumber at wholesale, and/or handling same on a brokerage or commission basis, shall pay a license tax of, per annum ---------- $25.00

LUMBER DEALERS.

[illegible] building materials

LUNCH-- DRI[illegible]

[illegible] restaurants"

[illegible]

"Soft Drinks".

[illegible]

$25.00

"M"

MACHINE SHOPS.

[illegible] ---------- $25.00

MACHINE, SLOT, [illegible] MERCHANDISING, OR VENDING DEVICES.

Machines, Music: Every person, firm or corporation engaged in operating within the City of Asheville any slot music machine wherein by depositing a [illegible] and any music shall apply for and obtain a city [illegible] of each machine ---------- $5.00

[illegible] corporation engaged in the business of leasing, [illegible] or dealing in location within the City, any cigarette vending machine, shall pay an annual operator's tax of ---------- $10.00

[illegible] however, that the retailer's tobacco license on each machine [illegible] is placed or located wherein a retail tobacco license [illegible] for the tobacco license.

~~Every person, firm or corporation engaged in operating or placing on location any 1c slot vending machines shall apply for and obtain City Privilege license for each and every machine and shall pay for such license tax of, per annum ---------- $1.25~~

[illegible] however, that this section shall not apply to machines [illegible] operated by any retail merchant in his own place of business for

-37-

delivering merchandise of the market value of the coin deposited; nor shall it apply to slot machines from which drinking cups are delivered at not more than one cent per cup.

The operator or owner of each and every slot machine or slot lock shall keep posted a label that is issued with the license, same to be pasted on each machine.

Any slot machine being operated without being properly licensed, shall be confiscated and/or sealed by the Tax Collecting Authorities and same shall not be released until said tax is paid, and a penalty of Two Dollars ($2.00) for each machine so confiscated or sealed. Any person breaking a seal and operating such machine after same has been sealed, shall be liable to a penalty of $50.00 for each offense.

MACHINERY.

See "Agricultural Implements and Machinery".

MAKERS OF BONDS.

See "Bond Makers".

MANICURISTS.

Resident, each per annum - - -

Provided, however, that no tax shall be collected from trustees or officers of a Bankruptcy Court making sales under Order of Court.

MERCHANTS—PEDDLING.

See "Goods, Wares and Merchandise".

MERCHANTS—TAILORS.

Employing two helpers or less, per annum - - - - - - - - - - - - - - - - - $10.00
Employing over two helpers, per annum - - - - - - - - - - - - - - - - - - 25.00

MERCHANTS AND STOCK BROKERS.

See "Brokers".

MERRY-GO-ROUND OR FLYING JENNY.

See "Riding Devices".

METAL BROKERS AND DEALERS.

Every person, firm, or corporation buying and selling, either as agent or principal, old metal, old brass, lead and any other metal, shall pay a license tax of, per annum - $150.00

METAL WORKING ESTABLISHMENTS OR TIN SHOPS.

See "Contractors and Construction Companies".

METALLIC CARTRIDGES.

See "Pistols"

METALLIC, BRASS, OR TIN KNUCKLES.

See "Bowie Knives"

MILK PASTEURIZERS AND CREAMERIES.

See "Creameries and Dairies"

MILL SUPPLIES.

Every person, firm or corporation selling or distributing mill or factory supplies, shall pay a license tax of, per annum - - - - - - - - - - $100.00

MILLINERY MERCHANTS.

Every person, firm or corporation selling millinery, shall pay a license tax of, per annum - $25.00

PROVIDED, that any person, firm or corporation selling millinery where the gross sales do not exceed $1,000.00 shall pay a license tax of, per annum - $10.00

MINSTREL SHOWS.

See "Pictures".

MONUMENTS OR TOMBSTONES--DEALERS IN.

Every person, firm or corporation engaged in the business of erecting, manufacturing, jobbing, selling, or offering for sale monuments, marble tablets, grave stones, or articles of like kind, shall pay a license tax of, per annum - $10.00

MOP OR BROOM FACTORIES.

Every [illegible] corporation manufacturing or assembling cops or [illegible] rooms, shall pay [illegible] per annum - - - - - - - - - - - - - - - - - - -

NEWSPAPER OR MAGAZINE DISTRIBUTORS.

Per annum - - - - - - - - - - - - - - - - - -

NURSERIES.

Every person, firm or corporation operating a nursery, or selling displaying for the purpose of advertisement or sale nursery products, shall pay a license tax of, per annum - - - - - - - - - - - - - - - - - -

PROVIDED, if person growing plants or evergreens in City or County not operating a store, no tax shall be collected. Peddling plants, bulbs and evergreens, see "Goods, Wares and Merchandise".

"O"

OCULISTS.

Exempt by State Statutes.

OFFICE EQUIPMENT.

Every person, firm or corporation engaged in the business of office equipment or supplies, shall pay a license tax of, per annum

OIL, FUEL.

See "Fuel Oil".

OILS AND GASOLINE.

(a) Every person, firm or corporation engaged in the business of selling illuminating or lubricating oils or greases, or benzine, naptha, gasoline, or other products of like kind from a factory, station or warehouse for the distribution or sale of the aforementioned commodities as defined in Section 147 of the Revenue Act of 1939, as amended, shall pay a license tax of, per annum - - - - - - - - - - - - - - - - -

products, the license tax shall be - - -

Application for permit to exhibit must be made in the same manner as herein required of a circus, and no performance shall be given unless permit is granted.

PIPE OR CEMENT BLOCKS.

See "Cement Blocks".

PISTOLS.

Every person, firm or corporation who is engaged in the business of keeping in stock, selling, and/or offering for sale any of the articles or commodities hereinafter enumerated, shall pay the following tax, per annum:

(a) For pistols -$50.00
(b) For bowie knives, dirks, daggers, sling-shots, loaded canes, iron or metallic knuckles, or articles of like kind - - - - - - - - - - - - $200.00
(c) Blank cartridge pistols - 200.00

PROVIDED, however, that if such person, firm or corporation deals only in metallic cartridges, the tax shall be, per annum - - - - - - - - - - - - $5.00

PLANTS AND BULBS AND EVERGREENS.

See "Seeds and Plants".

PLUMBING CONTRACTORS.

See "Contractors".

PLUMBING SUPPLIES.

Every person, firm or corporation selling plumbing supplies, fixtures and/or equipment shall pay a license tax of, per annum (wholesale) - - - - - - - - - - - - - - - - - - $100.00

PROVIDED, every person, firm or corporation selling plumbing supplies, fixtures and/or equipment at retail, shall pay a license tax of, per annum - - - - - - - - - - - - - - $50.00

PROVIDED, however, where the above license is paid, then the contractor's license shall not be required.

POLES, CROSS-TIES, OR SIMILAR ARTICLES.

See "Buying and Shipping Of".

PONY AND DOG SHOWS.

See "Circuses".

POOL ROOMS.

See "Billiards".

POULTRY--EGGS.

Every person, firm or corporation buying or selling poultry or eggs, at wholesale, shall pay a license tax of, per annum - - - - - - - - - -$20.00

Where poultry and eggs are sold, at wholesale - - - - - - - - - - 10.00

POWER, GAS AND ELECTRIC LIGHT COMPANIES.

See "Electric Light Companies".

PRESSING CLUBS, DRY CLEANING PLANTS, AND HAT BLOCKERS.

Every person, firm or corporation engaged in the business of pressing and/or dry cleaning any article of clothing, re-shaping, cleaning and/or re-blocking any hats, shall pay a license tax of, per annum, as follows:

(a) Where not more than three persons are employed - - - - - - - - $10.00
(b) Where more than three persons and not more than six persons are employed -$25.00
(c) Where more than six persons are employed - - - - - - - - - - - -$50.00

Every person, firm or corporation operating what is commonly called a wash and carry "Fluff, personal laundry and/or cleaning and pressing shall pay a tax of, per annum - - - - - - - - - - - - - - - - - - -

"R"

RACKS FOR KNIVES OR GUNS.

See "Gun Racks"

RADIO INSTRUMENTS OR RADIO INSTRUMENT S

See "Organs", etc.

REAL ESTATE AUCTIONEERS.

See "Auctioneers"

RELIGIOUS ENTERTAINMENTS.

See "Charitable Entertainments"

REPAIR SHOPS.

Any repair shop operating on the ... name called, not elsewhere specifically ... shall pay an annual license tax as follows:

Working: one workman ...
Working: one or three workmen ...
Working: three workmen ...

REPAIR SHOPS--CABINET.

See "Cabinet Repair Shops"

REPAIR SHOPS--CARRIAGE.

See "Carriage ... Shops"

REPAIRING OR MANUFACTURING OF HARNESS OR SHOES.

See "Harness or Shoe Repairs".

REPAIRERS OR TUNERS OF ORGANS OR PIANOS.

See "Organ Tuners".

RESTAURANTS, LUNCH ROOMS, HOTEL DINING ROOMS, OR SODA FOUNTS.

(a) Every person, firm or corporation ... in the business of operating a restaurant, cafe, cafeteria, hotel dining service on the European Plan, drug store, or other place where ... is sold, shall pay an annual license tax based on the number of ... provided for with chairs, stools, or benches, and shall be 50¢ per seat, with a minimum tax of ----------$2.50

(b) All other stands or places where ... sold as a business, and drug stores, service stations, and other ... or places where prepared sandwiches only are served, shall pay an annual license tax of ----------$2.50

RIDING DEVICES.

Every person, firm or corporation ... in the operation of a bagatelle table, merry-go-round, flying jenny, ferris wheel, whip, tango swing, caterpillar, tumble-bug, hobby-horse, switchback railway, shooting gallery, skating rink, or other amusement devices of a like kind, or a place for other games or play with or without name (unless used solely and exclusively for private amusement and exercise), at a permanent licensed place, shall procure a special license for the privilege of operating ... objects of amusements, and shall pay for each object enumerated the following tax, per annum ----------$25.00

ROOMS OR HALLS USED AS THEATERS.

See "Halls"

... AND HERBS.

... every ... person ... operation ... engaged in selling roots, herbs, or ... within ... shall pay a license tax of, per annum - $150.00

S&H GREEN STAMPS.

... every ... person ... corporation engaged in the exclusive business of manufacturing ... stamps, tokens, tags and seals, ... 75 per cent of the ... is derived from the ... manufacture of such articles, shall pay a license tax of, per annum ----------$25.00

"S"

SALVAGE DEALERS.

... every person, firm or corporation buying, selling and/or dealing ... second-hand ... and/or second-hand materials of all kinds, shall pay a ... per ... or annum ----------$300.00

... Such ... is paid ... same license taxes levied by ... or municipal ... shall not be discharged.

... tax ... other ... shall not apply.

SAMPLE AND ... (SAMPLE BOOKS, ETC.)

See "Advertising"

SAND, ... AND GRAVEL DEALERS.

Every person, firm or corporation selling or delivering into the ... of ... sand, stone or gravel shall pay an annual license tax of ----------$20.00

SANDWICHES.

... ... , per annum ----------$15.00
... retail, per annum ---------- 2.50

SCALE DEALERS.

... for, shall pay a license tax of, per annum ----------$25.00

SECOND-HAND ... EQUIPMENT.

... "Automobiles--Used Parts"

SECOND-HAND ... CLOTHING.

... "Old Clothes--Second-Hand"

SECURITY DEALERS.

(a) Every person, firm or corporation who or which is engaged in the business of ... in securities as defined in Section 132 of the 1939, as amended ... Act, ... which maintains a plain for or engages in the business of buying and/or selling ... shares of stock in any corporation, bonds, or any other securities ... or brokerage, shall pay for the privilege of transacting ... business, a license tax of, per annum ----------$50.00

(b) ... VI(80), every dealer as defined herein, other than banks or trust companies, shall pay a license tax for the privilege of transacting such business at each office.

(c) If every such person, firm or corporation described in subsection (a) hereof maintains and/or operates a leased or private wire and/or ticker service in connection with such business, the annual license tax on the private wire or ticker service shall be - - - - - - - - - - - - - $50.00

SEEDS AND PLANTS.

Every person, firm or corporation selling or distributing, at wholesale and/or retail, bulk and package, farm and garden seeds, plants, bulbs, roots, shall pay a license tax of, per annum - - - - - - - - - - -$25.00

Selling bulk and package seeds only, per annum - - - - - - - -	15.00
Selling plants and package seeds only, per annum - - - - - -	10.00
Selling package seeds only in boxes of 300 packages or less, per annum -	1.00
Boxes of over 300 packages and not over 650 packages, per annum -	2.00
Over 650 packages, per annum - - - - - - - - - - - - - - - -	3.00

NOT PRORATED.

SEWERS, GRADING, PAVING, SIDEWALKS, OR STORM SEWERS.

See "Contractors".

SEWER PIPE.

Every person, firm or corporation selling sewer pipe, shall pay a license tax of, per annum -$50.00

No tax collected hereunder where building material taxes collected or where electrical contractor, plumber, steam and gas fitter tax is collected.

See "Electrical Contractors", etc.

SHADES & VENETIAN BLINDS.

Every person, firm or corporation engaged principally in the business of selling, erecting, cleaning and/or repairing venetian blinds or window shades shall pay a license tax of, per annum - - - - - - - - - - - - -$25.00

(a) Where only cleaning and/or repairing is done the tax shall be, per annum - $10.00

(b) Where the principal business is not the sale of venetian blinds or window shades, the tax shall be, per annum - - - - - - - - - - - - - - -$5.00

PROVIDED, however, where furniture store license has been paid the above license taxes shall not apply.

NOT PRORATED.

SHOE OR HARNESS MANUFACTURERS OR REPAIRS.

See "Harness Manufacturers".

SHOE SHINE PARLORS.

See "Bootblack stands".

SHOE MERCHANTS.

Every person, firm or corporation selling shoes at retail, shall pay the following graduated license tax based on the annual gross receipts:

Less than $2,000 annually - - - - - - - - - - - - - - - - - -	$ 5.00
2,000 and less than 5,000 - - - - - - - - - - - - - - - - - -	10.00
5,000 and less than 10,000 - - - - - - - - - - - - - - - - -	15.00
10,000 and less than 15,000 - - - - - - - - - - - - - - - - -	20.00

15,000 and less than 25,000 - - - - - - - - - - - - - - - - - -	25.00
25,000 and less than 35,000 - - - - - - - - - - - - - - - - - -	30.00
35,000 and less than 50,000 - - - - - - - - - - - - - - - - - -	40.00
50,000 and less than 75,000 - - - - - - - - - - - - - - - - - -	50.00
75,000 and over -	75.00

SIDEWALKS, GRADING, PAVING, SEWERS, OR STORM SEWERS.

See "Contractors".

SIGN PAINTING.

On each [illegible] contractor not employing any workman, each, per annum - $10.00
On any [illegible] contractors employing two workmen or less - 15.00
Four to six workmen - 25.00
Two or four workmen - 20.00
Six or more workmen - 30.00
Itinerant sign painters, per annum - - - - - - - - - - - - - - - - - 100.

SIGN TACKING, [illegible] ETC.

See "Advertising".

SILVER PLATING.

Every person, firm or corporation or agent in the business of silver plating, shall pay a license tax of, per annum - - - - - - - - - - - - -$25.00

SKATING RINKS.

See [illegible] Amusements".

SLEIGHT OF HAND EXHIBITIONS.

Prohibited.

SLING SHOTS.

See "Dirks, Knives".

SLOT MACHINES.

See "Machines, Slot".

SODA FOUNTAIN SUPPLIES.

Every person, firm or corporation selling or distributing fruits, syrups, or other supplies used at a soda fountain, where fifty per cent of the gross sales or stock of merchandise carried consists of fruits, syrups, or other supplies used at a soda fountain, shall pay a license tax of, per annum -$50.00

SODA FOUNTAINS.

See "Fountains, Soda".

SOFT DRINKS—SALE OF.

On each person, firm or corporation selling bottled soft drinks, a license tax shall be paid of, per annum - - - - - - - - - - - - - - - - -$2.50

SOFT DRINKS—ITINERANT SELLING.

See "Balloons".

SOFT DRINKS.

See "Drinks", also "Bottling Companies".

SOUVENIR SHOPS.

See "Gift and Souvenir Shops".

SOUVENIRS—ITINERANT SELLING.

See "Balloons".

SPRINKLER SYSTEMS.

See "Elevators".

SPICES AND FLAVORING EXTRACTS.

See "Goods, Wares, and Merchandise".

STABLES AND RIDING ACADEMIES.

Every person, firm or corporation or association engaged in the business of operating a stable keeping horses and/or ponies for hire or to let shall pay a license tax of, per annum - $25.00

STAMPS, RUBBER.

See "Rubber Stamps".

STANDS, BOOTBLACK.

See "Bootblack Stands".

STANDS, FRUIT.

See "Fruit Stands".

STANDS, LEMONADE—PUBLIC OCCASIONS.

See "Lemonade Stands".

STAR COURSES.

See "Chautauquas".

STATIONS, GASOLINE OR AUTO CLEANING.

See "Automobile Service Stations".

STEAM SHOVELS.

On each and every steam, gas or motor driven shovel operated in the City of Asheville, a license tax shall be paid of, per annum - - - - - -$25.00

NOT PRORATED.

STEAM AND GAS FITTERS.

See "Electrical Contractors", etc.

STENOGRAPHERS, PUBLIC.

See "Public Stenographers".

STOCK BROKERS.

See "Brokers, Stock".

STOCK YARDS OR PENS.

Every person, firm or corporation operating or maintaining a yard or pen where live stock is loaded, unloaded, fed or watered, shall pay on

each yard or pen, a license tax of, per annum - - - - - - - - - - - - - - - - $250.00

PROVIDED, that any person, firm or corporation operating a live stock exchange or market, or engaging in the business of accepting and re-selling live stock at auction or otherwise and/or receiving and shipping live stock, shall pay, on same yard, a license tax of, per annum - - - - - - $75.00

PROVIDED, further, that the provisions of this tax shall not be collected from persons, firms, operating or maintaining a stock yard or pen, who have paid the privilege tax on packing houses.

STOCK AND MERCHANDISE BROKERS.

See "Brokers, Merchandise and Stock".

STORAGE OR TRANSFER WAREHOUSES.

Where a charge is made for storage service, other than cold storage, a license tax shall be paid of, per annum - - - - - - - - - - - - - - - - - - $50.00

STORM SEWERS, GRADING, PAVING, SIDEWALKS AND SEWERS.

See "Contractors".

STOVES, RANGES—INSTALLATION.

Every person, firm or corporation selling or offering for sale stoves, ranges, gas or other water heaters, where same is connected with the water system of the City of Asheville, shall pay a license tax of, per annum - - $20.00

It shall be unlawful for any person, firm or corporation to install ranges, stoves, gas or other water heaters where the same is connected with the water system of the City of Asheville, unless such installation is made by a licensed plumber under the provisions of the plumbing ordinance.

SUGAR.

See "Tea, Coffee and Sugar".

SUPPLIES FOR TYPEWRITER MACHINES.

Agents or dealers in supplies for typewriter machines, shall pay a license tax of, per annum - $25.00

SURGEONS—VETERINARY.

Exempt by State Statutes.

SWITCHBACK, RAILROADS OR ROLLER COASTERS.

See "Riding Devices".

SYRUP, TABLE.

Every person, firm or corporation manufacturing table syrup, shall pay a license tax of, per annum:

Where employing one person -	$10.00
Where employing two persons -	15.00
Where employing more than two persons - - - - - - - - - - - - - - - - -	25.00

"T"

TAILORS, MERCHANT.

See "Merchants, Tailors".

TALKING MACHINES.

See "Organs, Pianos and Phonographs".

TANNERIES.

Each, per annum - - - - - - - - - - - - - - - $150.00

TAXICABS.

Every person, firm, or corporation, before operating any taxicab or taxicabs within the corporate limits of the City of Asheville or within a distance of 5 miles thereof, shall apply for and secure an annual license for the privilege of operating each such taxicab in the amount of, per annum - - - $15.00

TEA, COFFEE AND SUGAR.

Every person, firm or corporation engaged in the business of selling tea, coffee and sugar, where 50% of the business is derived from the sale of tea, coffee and sugar, shall pay a license tax of, per annum - - - - - $25.00

TELEGRAPH COMPANIES.

Every person, firm or corporation, domestic or foreign, engaged in operating the apparatus necessary to communication by telegraph within the corporate limits of the City of Asheville, shall pay a license tax of, per annum - - - - - - - - - - - - - - -

TRADING STAMPS, DEVICES, ETC.

See "Devices".

TRANSFER COMPANIES.

See "Drays".

TRANSFER AND STORAGE WAREHOUSES.

See "Storage Warehouses".

TRAVEL BUREAUS AND AGENCIES.

Every person, firm or corporation engaged in the business of conducting a travel or transportation bureau or agency, shall pay an annual license tax of - - -

PROVIDED, coal yards paying the $75.00 license tax are not required to pay this additional license for handling wood.

Coal yards paying only the $25.00 license tax shall pay for operating a power saw an additional tax of, per annum ---------- $10.00

WOOLEN MILLS.

Every person, firm or corporation operating a mill manufacturing woolen cloth, shall pay a license tax of, per annum ---------- $100.00

WRESTLING AND BOXING.

See "Games".

"Y"

YEAST.

Every person, firm or corporation selling [illegible] yeast at wholesale, shall pay a license tax of, per annum ---------- $100.00

MISCELLANEOUS

ALL BUSINESSES, TRADES, PROFESSIONS, GAMES, [illegible] OCCUPATIONS PROSECUTED FOR PROFIT, OR GAIN, NOT TAXED [illegible]

Per annum	$25.00
Per quarter	15.00
Per month	10.00
Per day	3.00

Any person who shall willfully [illegible] application for license under any section [illegible] section, be liable for a penalty of [illegible]

May 56 10

May 56 10

"aye"; read, approved and adopted by the Council on second reading, 17 day of May, 1956, with all members of the Council present voting "aye"; and upon its third reading approved and adopted on the 24 day of May, 1956, with all members of the Council present voting "aye" [illegible] ordinance shall become effective 8 day of June, 1956.

MAYOR

Margaret Lemmon
CITY CLERK

APPROVED AS TO FORM:

Robt W. Wells
CORPORATION COUNSEL

Margaret Lemmon

Thursday, May 31, 1956 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, May 31, 1956, at 4:00 o'clock P. M. with Mayor [illegible] Eller presiding. Present: Councilmen R. I. Presley, T. B. Sumner, W. F. Algary, C. E. Morgan, J. W. McRary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A claim for damages for personal injuries was filed by Roy Taylor, attorney for Nancy Moore, in the amount of $2500.00, which was referred to the Corporation Counsel for investigation.

STATE OF NORTH CAROLINA)
COUNTY OF BUNCOMBE)

IN THE CITY OF ASHEVILLE
BEFORE THE COUNCIL

NCY MOORE)
)
-VS-)
)
TY OF ASHEVILLE)

TO THE MAYOR AND THE COUNCIL OF THE CITY OF ASHEVILLE:

The claimant named above hereby presents her claim and demand in writing to said Mayor and Council of the City of Asheville for damages sustained by the claimant, Nancy Moore, resulting from a fall by claimant near the Dixie-Home Store on the sidewalk of College Street in the City of Asheville on March 5, 1956; that the proximate cause of said fall and injury to claimant was the negligence of the City of Asheville in permitting said sidewalk to be in a broken, cracked and defective condition; that said fall by claimant resulting from defendant's negligence caused claimant to sustain serious and permanent injuries to her face, mouth, teeth and other parts of her body making it necessary that claimant have all of her teeth removed, and that she be fitted with an upper and lower plat; that claimant alleges and demands payment for said injuries in the amount of Twenty-five Hundred ($2500.00) Dollars.

This the 29th day of May, 1956.

S/ Nancy Moore
Claimant

S/ Roy A. Taylor
Attorney for Claimant

Sworn to and subscribed before me this the 29th day of May, 1956.

Jean Hoyle
Notary Public

My Commission Expires:

12/15/56

The City Manager presented the audit report for the City of Asheville for the period ending March 31, 1956.

June 14th was set as the date to work on the budget for the coming fiscal year. In this connection Councilman McRary suggested the County Commissioners be requested to contribute a greater sum to the library in view of the circulation outside of the City, and the City Manager stated he would confer with county officials in regard to this.

[redacted]

May

May

May 1956, and upon its being duly approved by the Mayor on the 24 day of May, 1956, with all members of the Council present and voting in favor thereof, shall become effective 8 June 56.

17 May

APPROVED AS TO FORM:
Robt W. Wells
CORPORATION COUNSEL

[redacted]

Margaret Simmons

Thursday, May 31, 1956 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, May 31, 1956, at 4:00 o'clock P. M. with Mayor [illegible] W. Eller presiding. Present: Councilmen R. I. Presley, T. B. Sumner, W. F. Algary, C. E. Morgan, J. W. McRary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

[redacted]

A claim for damages for personal injuries was filed by Roy Taylor, attorney for Nancy Moore, in the amount of $2500.00, which was referred to the Corporation Counsel for investigation.

STATE OF NORTH CAROLINA)
COUNTY OF BUNCOMBE)

IN THE CITY OF ASHEVILLE
BEFORE THE COUNCIL

NANCY MOORE)
)
-VS-)
)
CITY OF ASHEVILLE)

TO THE MAYOR AND THE COUNCIL OF THE CITY OF ASHEVILLE:

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This the 29th day of May, 1956.

S/ Nancy Moore
Claimant

S/ Roy A. Taylor
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[redacted]

June 14th was set as the date to work on the budget for the coming fiscal year. In this connection Councilman McRary suggested the County Commissioners be requested to contribute a greater sum to the library in view of the circulation outside of the City, and the City Manager stated he would confer with county officials in regard to this.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, June 7, 1956 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, June 7, 1956, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, R. I. Presley, T. B. Sumner, City Manager Weldon Weir and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

wife, Janet A. / Marshall,

Councilman Sumner introduced a resolution authorizing Mayor to execute deed to Calvin W. Marshall and which was, upon motion of Councilman Sumner, seconded by Councilman Presley, unanimously adopted.

Copy of Resolution will be found in Resolution Book #3 at page 332.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

THIS INDENTURE, made and entered into this 7th day of June, 1956, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, party of the first part, and CALVIN W. MARSHALL, and wife, Janet A. Marshall, parties of the second p

WITNESSETH:

THAT WHEREAS, by resolution of the City Council of the City of Asheville on April 19, 1956 the property hereinafter described was authorized to be sold at public sale; and

WHEREAS, after due and proper legal advertisement the property was sold at the Court House door of Buncombe County, North Carolina on the 28th day of May, 1956, at which time Calvin W. Marshall became the last and highest bidder in the amount of $3,000.00; and

WHEREAS, the provisions of the law in regard to said sale having been complied with; and

Marshall / Janet A.

WHEREAS, the City Council of the City of Asheville on the 7th day of June, 1956 passed a resolution authorizing and directing the sale and conveyance of said property to Calvin W. Marshall and wife, for the sum of $3,000.00.

NOW, THEREFORE, for and in consideration of the sum of $3,000.00 paid to the party of the first part by the party of the second part, the receipt of which is hereby acknowledged, the said party of the first part has bargained, sold, conveyed and confirmed, and by these presents does bargain, sell, convey and confirm unto the said partiesof the second part, theirheirs and assigns, all its right, title and interest in and to the following described property located in the City of Asheville, County of Buncombe, State of North Carolina, and bounded and more particularly described as follows:

Lying and being in the County of Buncombe, State of North Carolina; being Lots 78, 79, 80, 81, 82, 83, 83, as shown in plat book 2 at page 77, reference to which said plat is hereby made for greater certainty of description, and being the same lots designated as lots 22, 23, 24, 25, 26, 27, 28, Sheet 5, Ward 5, on the Buncombe County Tax Maps.

Subject to that certain lease for Lots 81 and 82 as shown in paly book 2 page 77 from City of Asheville to Calvin W. Marshall, dated August 1, 1954, which said lease is on file in the office of the Clerk of the City of Asheville.

Subject to any and all lawful and unpaid taxes thereon, if any; and subject to any rights or easements thereon for public utilities, and particularly a certain easement to Carolina Power and Light Company as will more fully appear of record in a conveyance contained in Deed Book 633 at page 529 in the office of the Register of Deeds for Buncombe County, N. C.

TO HAVE AND TO HOLD the above described land and premises, together with all the rights and appurtenances thereunto belonging or in any wise appertaining, unto the said partiesof the second part, theirheirs and assigns, to the only use and behoof of them and theirsaid heirs and assigns forever.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed, this the day and year first above written.

CITY OF ASHEVILLE

By E. W. ELLER
Mayor

ATTEST:

Margaret Simmons
City Clerk

State of North Carolina,
County of Buncombe.

This 8th day of June, 1956, personally appeared before me, a Notary Public, in and for the County of Buncombe, State of North Carolina, E. W. ELLER, who, being by me duly sworn, says that he is Mayor of the City of Asheville, and that the seal affixed to the foregoing and annexed deed is the corporate seal of said corporation, and that said instrument was signed and sealed by him, in behalf of said corporation by authority duly given, and the said E. W. Eller acknowledged said writing to be the act and deed of said corporation.

Witness my hand and Notarial Seal, this the day and year first above written.

B. A. Manley, Jr.
Notary Public

My Commission expires:
January 17, 1958

State of North Carolina,
County of Buncombe.

The foregoing certificate, namely of _____, a Notary Public of the State and County designated, is adjudged to be correct. Let the instrument and the certificate be registered.

This _____ day of _____, 1956.

Deputy Clerk Superior Court
Buncombe County, N. C.

Filed for registration on the _____ day of _____, 1956, at _____ M.

Register of Deeds

Councilman Mulvaney introduced Ordinance No. 390, being "AN ORDINANCE FOR SAFEGUARDING LIFE AND PROPERTY BY REGULATING AND PROVIDING FOR THE INSPECTION OF ELECTRIC WIRING, DEVICES, APPLIANCES AND EQUIPMENT: CREATING THE OFFICE OF ELECTRICAL INSPECTOR AND PRESCRIBING HIS AUTHORITIES AND DUTIES; REQUIRING THAT NO ELECTRIC WIRING, DEVICE, APPLIANCE OR EQUIPMENT SHALL BE INSTALLED WITHOUT FIRST SECURING A PERMIT THEREOF; PROVIDING THAT IT SHALL BE UNLAWFUL TO MAKE CONNECTIONS FROM A SOURCE OF SUPPLY TO ANY ELECTRIC WIRING, DEVICE APPLIANCE OR EQUIPMENT UNLESS THE SAME HAS BEEN APPROVED BY THE ELECTRICAL INSPECTOR; CREATING A BOARD OF ELECTRICAL EXAMINERS, PROVIDING FOR LICENSING OF ELECTRICIANS, ELEVATOR ERECTORS, AND MOTION PICTURE OPERATORS; PROHIBITING THE SALE AT RETAIL OF CERTAIN ELECTRICAL MATERIALS, DEVICES, APPLIANCES AND EQUIPMENT UNLESS APPROVED FOR RETAIL SALE, INSTALLATION AND USE; PROVIDING PENALTIES FOR THE VIOLATION OF THIS ORDINANCE AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT WITH THE PROVISIONS OF THIS ORDIANANCE," which was, upon motion of Councilman Mulvaney, seconded by Councilman Presley, unanimously passed on its first reading with the following vote:

Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Presley voted "aye" — Mayor Eller voted "aye"

ANNUAL REPORT

The Annual Report of the Asheville Civil Service Board was presented to the Council.

The City Manager presented a statement showing the budget position of the city for the period ending May 31, 1956.

BUNCOMBE COUNTY HEALTH DEPARTMENT
COUNCIL EXTENDS CONGRATULATIONS

Upon motion of Councilman Sumner, duly seconded by Councilman Presley, the Council unanimously voted to extend its congratulations to the Buncombe County Health Department in receiving its recent award as the best public health department in the State of North Carolina for the current year.

[illegible] SALE

Reuben J. Dailey, Attorney employed to represent certain negro citizens, protested any sale of the Municipal Golf Course.

There being no further business the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, June 13, 1956 - 4:00 o'clock P. M.

Because of the Budget Conference, no meeting of the Council was held on the above date.

MAYOR

CITY CLERK

Thursday, June 21, 1956 - 4:00 o'clock P. M.

The City Council of the City of Asheville met in Regular Session in the City of Asheville at 4:00 o'clock p. m., on June 21, 1956.

The meeting was called to order by the Mayor and upon roll call, those present and absent were as follows:

Present: Councilmen F. M. Mulvaney, T. B. Sumner, R. I. Presley, J. W. McRary, C. E. Morgan, W. F. Algary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells

Absent: None

The minutes of the previous meeting were read and approved.

[illegible] NO. 390 - AN ORDINANCE TO SAFEGUARDING LIFE AND PROPERTY BY REGULATING, AND PROVIDING FOR THE INSPECTION OF, ELECTRIC WIRING, DEVICES, APPLIANCES AND EQUIPMENT; CREATING THE OFFICE OF ELECTRICAL INSPECTOR AND PRESCRIBING HIS AUTHORITIES AND DUTIES; REQUIRING THAT NO ELECTRIC WIRING, DEVICE, APPLIANCE OR EQUIPMENT SHALL BE INSTALLED WITHOUT FIRST SECURING A PERMIT THEREFOR; PROVIDING THAT IT SHALL BE UNLAWFUL TO MAKE CONNECTIONS FROM A SOURCE OF SUPPLY TO ANY ELECTRIC WIRING, DEVICE, APPLIANCE OR EQUIPMENT UNLESS THE SAME HAS BEEN APPROVED BY THE ELECTRICAL INSPECTOR; CREATING A BOARD OF ELECTRICAL EXAMINERS; PROVIDING FOR THE LICENSING OF ELECTRICIANS, ELEVATOR ERECTORS, AND MOTION PICTURE OPERATORS; PROHIBITING THE SALE AT RETAIL OF CERTAIN ELECTRICAL MATERIALS, DEVICES, APPLIANCES AND EQUIPMENT UNLESS APPROVED FOR RETAIL SALE, INSTALLATION AND USE; PROVIDING PENALTIES FOR THE VIOLATION OF THIS ORDINANCE AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT WITH THE PROVISIONS OF THIS ORDINANCE", was, upon motion of Councilman Mulvaney, seconded by Councilman Presley, unanimously passed on its second reading with the following vote:

Councilman McRary voted "aye"
Councilman Mulvaney voted "aye"
Councilman Presley voted "aye"
Councilman Algary voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

Councilman Mulvaney introduced a resolution authorizing Mayor to execute lease to North Carolina State Highway and Public Works Commission, which was, upon motion of Councilman Mulvaney, seconded by Councilman Morgan, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 333.

NORTH CAROLINA
BUNCOMBE COUNTY

L E A S E

THIS LEASE, made and entered into this ____ day of _____, 1956, by and between

CITY OF ASHEVILLE, a Body Politic of Buncombe County, being located in the State of North Carolina, LESSOR; and

NORTH CAROLINA STATE HIGHWAY AND PUBLIC WORKS COMMISSION, LESSEE;

W I T N E S S E T H:

THAT the LESSOR hereby demises and leases the following described property to the LESSEE:

Being located in the City of Asheville, Buncombe County, North Carolina, and being all of that property described in the following deeds, which said deeds are recorded in the office of the Register of Deeds for Buncombe County, North Carolina in the books and pages as follows:

Deed dated January 13, 1920, recorded in book 233, page 517;
deed dated April 7, 1895, recorded in book 92, page 450;
deed dated January 15, 1907, recorded in book 145, page 314;
deed dated February 11, 1905, recorded in book 139, page 28;
deed dated September 28, 1905, recorded in book 139, page 516;
deed dated May 4, 1904, recorded in book 135, page 164;
deed dated November 16, 1914, recorded in book 199, page 59;
and deed dated November 10, 1886, recorded in book 57, page 25;

reference to all of which deeds is hereby made for greater certainty of description, and said property being the same lots as shown on the tax maps for Buncombe County and the City of Asheville designated as Lots 35, 36, 59, 60, 61, 62 and 63, of Sheet 2, Ward 2, and containing 2.11 acres, more or less.

TO HAVE AND TO HOLD said land and premises, together with all privileges and appurtenances thereunto belonging, to the LESSEE for the term and upon the conditions hereinafter set forth:

THIS LEASE shall begin on the ____ day of _____, 1956, and shall continue until the ___ day of _____, 2055.

THE RENTAL for said premises for the full term of this lease shall be One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged.

THE LESSEE shall not assign this lease or sublet any part of the demised premises without the written consent of the LESSOR.

IN TESTIMONY WHEREOF, the LESSOR, City of Asheville, has caused these presents to be signed in its name by its Mayor and to be attested by the City Clerk, the day and year first above written.

CITY OF ASHEVILLE

ATTEST:

By E. W. Eller
Mayor

Margaret Simmons
City Clerk

(Seal)

North Carolina,
Buncombe County.

This ____ day of _____, 1956, personally appeared before me, a Notary Public, in and for the County of Buncombe, State of North Carolina, E. W. ELLER, who, being by me duly sworn, says that he is Mayor of the City of Asheville and that the seal affixed to the foregoing and annexed instrument is the corporate seal of said corporation, and that said instrument was signed and sealed by him, in behalf of said corporation by authority duly given, and the said E. W. ELLER acknowledged said writing to be the act and deed of said corporation.

WITNESS my hand and Notarial Seal, this the day and year first above written.

My commission expires:

Notary Public

NORTH CAROLINA,
BUNCOMBE COUNTY.

The foregoing certificate, namely of _____, a Notary Public of the State and County designated, is adjudged to be correct. Let the instrument and the certificate be registered.

This ____ day of _____, 1956.

Deputy Clerk Superior Court,
Buncombe County, N. C.

Filed for registration on the ____ day of _____, 1956, at _____M.

Register of Deeds

[illegible] COUNTY OF BUNCOMBE

Councilman Algary introduced the following resolution:

R E S O L U T I O N

AUTHORIZING THE EXECUTION OF AMENDMENT TO THE COOPERATION AGREEMENT BETWEEN THE CITY OF ASHEVILLE AND THE HOUSING AUTHORITY OF THE CITY OF ASHEVILLE

WHEREAS, the Housing Authority of the City of Asheville (herein called the "Local Authority") and the City of Asheville, North Carolina (herein called the "Municipality"), pursuant to resolutions duly authorizing such action, have heretofore, on the 3rd day of November, 1949, entered into a Cooperation Agreement as amended, covering 576 units of low-rent housing to be developed by the Local Authority; and

WHEREAS, in order for the Local Authority to receive financial assistance from the Public Housing Administration in connection with the development and operations of such low-rent housing for which no Annual Contributions Contract was entered into between the Local Authority and the PHA prior to August 2, 1954, it is necessary that the Cooperation Agreement heretofore executed between the Local Authority and the Municipality be amended so as to cover additional provisions required by the United States Housing Act of 1937, as amended on August 2, 1954; and

WHEREAS, it is in the public interest that the terms of the Cooperation Agreement be amended,

NOW, THEREFORE, BE IT RESOLVED:

1. That an amendment to the Cooperation Agreement dated November 3, 1949, as amended, between the Authority and the Municipality be and the same hereby is approved, and the Mayor is hereby authorized to execute the same on behalf of the Municipality and the City Clerk to attest the same and affix thereto the seal of the Municipality, said amendment being substantially in the following form:

AMENDMENT TO COOPERATION AGREEMENT

This Amendment, dated this the 18th day of June, 1956, by and between the Housing Authority of the City of Asheville (herein called the "Local Authority") and the City of Asheville, North Carolina, a municipal corporation (herein called the "Municipality"), WITNESSETH:

WHEREAS, the Local Authority and the Municipality have heretofore executed a certain Cooperation Agreement dated November 3, 1949, as amended covering 576 units of Low-Rent Housing to be developed by the Local Authority; and

WHEREAS, in order for the Local Authority to receive financial assistance from the Public Hous-

ing Administration (herein called the "PHA") in connection with the development and operations of such low-rent housing for which no Annual Contributions Contract was entered into between the Local Authority and the PHA prior to August 2, 1954, it is necessary that the Cooperation Agreement heretofore executed between the Local Authority and the Municipality be amended so as to cover additional provisions required by the United States Housing Act of 1937, as amended on August 2, 1954.

NOW, THEREFORE, in consideration of the foregoing and the mutual benefits flowing from one to the other, and for the purposes herein set forth, the Local Authority and the Municipality do hereby agree that the Cooperation Agreement heretofore executed be and the same is hereby amended by adding thereto a new Section 10 which is in words and figures as follows:

10. In addition to the Payments in Lieu of Taxes and in further consideration for the public services and facilities furnished and to be furnished in respect to any Project for which no Annual Contributions Contract had been entered into prior to August 2, 1954, between the Local Authority and the PHA;

(1) After payment in full of all obligations of the Local Authority in connection with such Project for which any annual contributions are pledged and until the total amount of annual contributions paid by the PHA in respect to such Project has been repaid, (a) all receipts in connection with such Project in excess of expenditures necessary for the management, operation, maintenance, or financing, and for reasonable reserves therefor, shall be paid annually to the PHA and to the Municipality on behalf of the local public bodies which have contributed to such Project in the form of tax exemption or otherwise, in proportion to the aggregate contribution which the PHA and such local public bodies have made to such Project, and (b) no debt in respect to such Project, except for necessary expenditures for such Project, shall be incurred by the Local Authority;

(2) If, at any time, such Project or any part thereof is sold, such sale shall be to the highest responsible bidder after advertising, or at fair market value as approved by the PHA, and the proceeds of such sale, together with any reserves, after application to any outstanding debt of the Local Authority in respect to such Project, shall be paid to the PHA and local public bodies as provided in clause 1(a) of this Section 10; Provided, That the amounts to be paid to the PHA and the local public bodies shall not exceed their respective total contribution to such Project;

(3) The Municipality shall distribute the payments made to it pursuant to clauses (1) and (2) of this Section 10 among the local public bodies (including the Municipality) in proportion to their respective aggregate contributions to such Project.

As amended hereby all of the provisions, terms, and conditions of the Cooperation Agreement are in full force and effect.

IN WITNESS WHEREOF, the Municipality and the Local Authority have respectively caused this Agreement to be duly executed as of the date and year first above written.

ATTEST:

_____
Secretary

By _____
Chairman

ATTEST:

_____

By _____
Mayor

I move the adoption of the foregoing resolution.

W. F. Algary
COUNCILMAN

SECONDED BY: Robert I. Presley
COUNCILMAN

Read, approved and adopted, this 21st day of June, 1956.

E. W. Eller
MAYOR

APPROVED AS TO FORM:

Robt. W. Wells
CORPORATION COUNSEL

Margaret Simmons
CITY CLERK

Councilman Algary moved that the foregoing resolution be adopted as introduced and read, which motion was seconded by Councilman Presley and upon roll call the "Ayes" and "Nays" were as follows:

Ayes	Nays
Councilmen McRary, Mulvaney, Presley, Algary, Sumner, Morgan, and Mayor Eller	None

The Mayor thereupon declared said Motion carried and said Resolution adopted.

Complete copy of resolution will also be found in Resolution Book #3 at page 334.

The City Manager presented the budget estimate for the City of Asheville for the fiscal year 1956-57 as prepared by the City Manager, and the Council placed a copy of same on file for public inspection in the office of the City Clerk, and, upon motion of Councilman McRary, seconded by Councilman Mulvaney, the City Clerk was directed to publish notice of presentation of the budget estimate.

Mr. Charles L. Marler, attorney, presented a petition signed by residents in the vicinity of McCormick Field protesting the stock car racing at McCormick Field.

The Mayor stated this petition would be taken under advisement, and it was referred to the Director of Public Safety.

There being no further business, the meeting was upon motion adjourned.

Margaret Simmons
CITY CLERK

Thursday, June 28, 1956 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, June 28, 1956, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. F. Algary, T. B. Sumner, J. V. McRary, R. I. Presley, F. M. Mulvaney, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A petition signed by the owner of 14.9 acres of property was presented requesting annexation by the City of Asheville.

The Council referred this petition to the City Manager for investigation and report.

Ordinance No. 390, being "AN ORDINANCE FOR SAFEGUARDING LIFE AND PROPERTY BY REGULATING, AND PROVIDING FOR THE INSPECTION OF, ELECTRIC WIRING, DEVICES, APPLIANCES AND EQUIPMENT; CREATING THE OFFICE OF ELECTRICAL INSPECTOR AND PRESCRIBING HIS AUTHORITIES AND DUTIES; REQUIRING THAT NO ELECTRIC WIRING, DEVICE, APPLIANCE OR EQUIPMENT SHALL BE INSTALLED WITHOUT FIRST SECURING A PERMIT THEREFOR; PROVIDING THAT IT SHALL BE UNLAWFUL TO MAKE CONNECTIONS FROM A SOURCE OF SUPPLY TO ANY ELECTRIC WIRING, DEVICE, APPLIANCE OR EQUIPMENT UNLESS THE SAME HAS BEEN APPROVED BY THE ELECTRICAL INSPECTOR; CREATING A BOARD OF ELECTRICAL EXAMINERS; PROVIDING FOR THE LICENSING OF ELECTRICIANS, ELEVATOR ERECTORS, AND MOTION PICTURE OPERATORS; PROHIBITING THE SALE AT RETAIL OF CERTAIN ELECTRICAL MATERIALS, DEVICES, APPLIANCES AND EQUIPMENT UNLESS APPROVED FOR RETAIL SALE, INSTALLATION AND USE; PROVIDING PENALTIES FOR THE VIOLATION OF THIS ORDINANCE AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT WITH THE PROVISIONS OF THIS ORDINANCE", was, upon motion of Councilman Mulvaney, seconded by Councilman Presley, unanimously passed on its third and final reading with the following vote:

Councilman McRary voted "aye"	Councilman Algary voted "aye"
Councilman Mulvaney voted "aye"	Councilman Sumner voted "aye"
Councilman Presley voted "aye"	Mayor Eller voted "aye"

ORDINANCE NO. 390

AN ORDINANCE FOR SAFEGUARDING LIFE AND PROPERTY BY REGULATING, AND PROVIDING FOR THE INSPECTION OF, ELECTRIC WIRING, DEVICES, APPLIANCES AND EQUIPMENT; CREATING THE OFFICE OF ELECTRICAL INSPECTOR AND PRESCRIBING HIS AUTHORITIES AND DUTIES; REQUIRING THAT NO ELECTRIC WIRING, DEVICE, APPLIANCE OR EQUIPMENT SHALL BE INSTALLED WITHOUT FIRST SECURING A PERMIT THEREFOR; PROVIDING THAT IT SHALL BE UNLAWFUL TO MAKE CONNECTIONS FROM A SOURCE OF SUPPLY TO ANY ELECTRIC WIRING, DEVICE, APPLIANCE OR EQUIPMENT UNLESS THE SAME HAS BEEN APPROVED BY THE ELECTRICAL INSPECTOR; CREATING A BOARD OF ELECTRICAL EXAMINERS; PROVIDING FOR THE LICENSING OF ELECTRICIANS, ELEVATOR ERECTORS, AND MOTION PICTURE OPERATORS; PROHIBITING THE SALE AT RETAIL OF CERTAIN ELECTRICAL MATERIALS, DEVICES, APPLIANCES AND EQUIPMENT UNLESS APPROVED FOR RETAIL SALE, INSTALLATION AND USE; PROVIDING PENALTIES FOR THE VIOLATION OF THIS ORDINANCE AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT WITH THE PROVISIONS OF THIS ORDINANCE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Sec. 1. National Code and Special Rules. All electrical construction, all material and appliances used in connection with the electrical work and the operation of all electrical apparatus within the City, shall conform to such special rules and requirements as set forth in the current issue of the National Electric Code for the installation of wiring and apparatus for electrical purposes as they are now established or may hereafter be amended, as provided in Section 160-141 of the General Statutes of North Carolina; and the said Rules and Regulations are hereby adopted and made part of this ordinance.

Sec. 2. Electrical Inspector--Qualifications and Appointments. There is hereby created the office of Electrical Inspector. The person chosen to fill the office of Electrical Inspector shall be a competent electrician of good moral character, shall be possessed of such executive ability as is requisite for the efficient performance of his duties and shall have a thorough knowledge of the standard materials and methods used in the installation of electric wiring, devices, appliances, and equipment; shall be well versed in approved methods of electrical construction for safety to life and property, and the rules and regulations of the National Electric Code. He shall also be the holder of a Class 2 Journeyman's Electrician License of the City of Asheville for five years prior to his appointment, or a valid Class I Electrical Contractor's License issued by the State of North Carolina.

The Electrical Inspector shall be appointed by the City Manager. Before entering upon the discharge of his duties, he shall file a bond in the sum of One Thousand ($1,000) Dollars, payable to the City of Asheville, for the faithful accounting of all moneys that may come into his possession by virtue of his office, the expense of said bond to be borne by the City, and approved by the Corporation Counsel.

The Electrical Inspector shall also take and subscribe an oath, which, together with the certificate of his appointment, shall be filed with the City Clerk. He shall be removed from office for cause only, after a full hearing by the City Manager. Any violation of the provisions of any section of this ordinance by the Electrical Inspector shall be sufficient cause for his removal from office, but he may be removed for other just cause.

Sec. 3. Duties of Electrical Inspector. It shall be the duty of the Electrical Inspector to see that the provisions of this ordinance are enforced. He shall upon application grant permits for the installation or alteration of electric wiring, devices, appliances and equipment provided the applicant has complied with all provisions of this ordinance, and shall make inspections of all new electrical installations and reinspections of all electrical installations, all as provided in this ordinance. He shall keep complete records of all permits issued, inspections and reinspections made and other official work performed in accordance with the provisions of this ordinance. He shall also keep on file a list of inspected electrical appliances issued by Underwriter's Laboratories, Inc., which list shall be accessible for public reference during regular office hours. He shall hold membership in the International Association of Electrical Inspectors and shall serve on any electrical committee of this association to which he may be appointed. All expenses in connection with such activities shall be charged against the receipts of the Electrical Inspector's office.

It shall be unlawful for the Electrical Inspector or any of his assistants to engage in the business of the sale, installation or maintenance of electric wiring, devices, appliances or equipment, either directly or indirectly, and they shall have no financial interest in any concern engaged in such business in the City of Asheville at any time while holding such office as herein provided for.

The Electrical Inspector shall decide all questions pertaining to the installation of electric wiring, devices and equipment not otherwise provided for in this ordinance.

Sec. 4. Authority Granted to Electrical Inspector. The Electrical Inspector shall have the right in the discharge of his duties to enter any building, manhole, or subway, or to climb any pole, for the purpose of examining and testing the electrical installations therein or thereon, and for that purpose he shall be given prompt access to all buildings, public or private, and all manholes, subways, or poles, on application to the individual or company owning or in charge of same. He shall have the authority to cut or disconnect any wire in cases of emergency where necessary for safety to life or property, or where such wire may interfere with the work of the Fire Department. The Electrical Inspector is hereby empowered to disconnect or order the discontinuance of electrical service to any electric wiring, devices, appliances or equipment found to be dangerous to life or property because they are defective or defectively installed or otherwise not in conformity with the provisions of this ordinance until such wiring, devices, appliances and equipment and their installations have been made safe as directed by him. The Electrical Inspector is hereby authorized to delegate any of his rights or duties to any of his assistants.

Sec. 5. Board of Electrical Examiners. There is hereby created a Board of Electrical Examiners which shall consist of five members appointed by the City Council, as follows: One representative of an electrical contractor, one journeyman, and one representative of a utility. The Superintendent of Electrical Affairs and the Electrical Inspector will act as ex officio members of this Board.

Sec. 6. Board of Examiner of Motion Picture Operators. There is also created a Board of Examiners of motion picture operators, which shall consist of two motion picture operators appointed by the City Council. The Electrical Inspector and the Board of Electrical Examiners will act as ex officio members of this Board.

Sec. 7. Appointments of Boards. Appointments shall be made by the City Council at the beginning of the fiscal year for terms of two years, but any member may, for cause, be removed from office by the City Council at any time.

Sec. 8. Duties of the Board of Examiners. It shall be the duty of the Examining Board to hold a meeting the second Tuesday of January, April, July and October between the hours of 8:30 A. M. and 5:00 P. M. for the examination of applicants for licenses, or their representatives and for the transaction of other business provided there are pending applications for licenses to examine applicants for licenses or their representatives as to their knowledge of the rules and regulations, the operation of equipment, and the installation of electrical wiring devices, appliances and equipment as set forth in the statutes of the State or as issued under the authority of the statutes of the State and the Ordinances of the City of Asheville and the National Electrical Code and to determine the general qualifications of each applicant for executing or performing the class of work covered by the license applied for.

Examinations shall be written and a complete record of every examination given shall be kept on file until three years after the date of the examination. The Board shall grant licenses as applied for and shall issue certificates therefor to those applicants who shall show the proper qualifications, provided that in every case the license shall not be granted until after the prescribed fee has been paid. It shall also be the duty of the Board to make recommendations to the City Council to revoke any license for good and sufficient cause as prescribed in Section 315 of this ordinance.

The Examining Board may hold special meetings between regular meeting dates in January, April, July and October provided they have special requests in cases of undue hardships or emergencies.

Sec. 9. Journeyman Electricians and Elevator Erectors and Their Qualifications. That every person desiring to operate as journeyman electrician or elevator erector within the City of Asheville shall make written application to the Electrical Inspector's office for an examination as to his efficiency and capacity to do such work, and if upon examination applicant shows himself competent and qualified to do such electrical work in a manner required, the Electrical Inspector shall deliver to such applicant a certificate to that effect. No license shall be issued to any person under eighteen (18) years of age.

Examinations shall be given as prescribed in Section 8 of this ordinance.

Sec. 10. Motion Picture Operators and Their Qualifications. Any person desiring to operate motion picture projectors of professional type shall make application to the Board of Examiners for an examination as to his proficiency and capacity to operate such equipment, and it shall be the duty of the Board to cause such examination to be made. If the applicant demonstrates by such examination that he is competent to operate the equipment referred to and is familiar with the requirements for the protection of life and property against injury or damage which may result from the use of such equipment, then the Electrical Inspector shall issue to the applicant a certificate of proficiency. No license shall be issued to any person under eighteen (18) years of age.

Examinations shall be given as prescribed in Section 8 of this ordinance.

Sec. 11. License Required. Except as otherwise provided in Section 312 and paragraphs 1, 2, 3, and 4 of Section 319 of this ordinance no person, firm or corporation shall in any manner undertake to execute or perform any work of installing, maintaining, altering or repairing any electric wiring, devices, or equipment or to operate any motion picture projector of the professional type unless such person, firm or corporation is the holder of a Class 2, Class 3 or Class 4 license as prescribed in Section 313, or shall employ any person, firm or corporation execute or perform any such work otherwise than as specifically permitted under the class of license held by such person, firm, or corporation; and [illegible] license shall be required in order to perform or execute any of the classes of work described in the following subparagraphs 1, 2, and 3.

1. Any work involved in making tests or repairs to devices, appliances or apparatus but not including any connection for permanent replacements.

2. Any work involved in the manufacture, test or repair of electric materials, devices, appliances or apparatus, but not including any wiring other than that required for testing purposes.

3. The assembly, erection connection and repair of electric apparatus and equipment by the manufacturer of such apparatus and equipment, but not including any electric wiring other than that involved in making electrical connections on the apparatus or equipment itself or between two or more parts of the apparatus or equipment.

Sec. 12. Electricians Employed by Itinerant Companies. Electricians not residents of the City of Asheville, but employed by itinerant companies operating stage shows, circuses and similar forms of entertainment may install electrical equipment for the use of such companies, subject to the approval, supervision and instruction of the Electrical Inspector.

Sec. 13. Classes of Licenses. Three classes of licenses shall be issued by the Board of Electrical Examiners which shall be designated respectively as Class 2 Journeyman Electrician's License, Class 3 Elevator Erector's License and Class 4 Motion Picture Operator's License.

A contractor's license issued by the State Board of Examiners of Electrical Contractors of North Carolina shall entitle the holder thereof to engage in the business of and secure permits for the installation, alteration or repair of any electrical wiring, devices or equipment, provided such contractor shall also hold a Class 2 Journeyman's License as hereafter defined for himself or his journeyman employee.

A Class 2 Journeyman Electrician's License shall entitle the holder thereof to personally perform the work of installing, maintaining, altering or repairing wiring, devices or equipment. He shall be allowed only one helper or apprentice who shall not be required to pass an examination or secure a license provided such helper or apprentice shall only engage in work under the direct supervision of a licensed electrician. Helpers and apprentices are hereby defined and known as any one using or handeling any tools or material of the electrical construction trade. In addition to the penalties provided in this ordinance should the holder of such license continue or persist in violation of such rules and regulations, his license shall be recommended for forfeiture by the Electrical Inspector and such licenses may be forfeited and revoked by the City Council.

A Class 3 Elevator Erector's License shall entitle the holder thereof to personally perform the work of installing, maintaining, altering or repairing devices and equipment, but only as an employee of a holder of a license to do such work by the State of North Carolina.

A Class 4 Motion Picture Operator's License shall entitle the holder thereof to operate motion picture machines, projectors and other apparatus used in exhibiting pictures or in connection with stage shows and similar entertainments.

Sec. 14. Applications for License. Applications for license shall be made to the Board of Electrical Examiners, stating the class of license applied for.

Sec. 15. Revocation of Licenses. No license and certificate issued in accordance with the provisions of this ordinance shall be assignable or transferable. Any such license may after hearing be suspended or revoked by the City Council upon recommendation by the Examining Board, if the person, firm or corporation holding such license willfully, or by reason of incompetence, repeatedly violates any statute of the State of North Carolina or any ordinance or rule or regulation of the City of Asheville relating to the installation, maintenance, alteration or repair of electric wiring, devices and equipment.

Sec. 16. Display of Certificates. Certificates for Class 2, 3 or 4 licenses shall be issued in card form and every holder of such a license shall carry the certificate upon his person or keep displayed in a conspicuous place in his place of employment while performing any work under the provisions of this ordinance and shall exhibit such certificate upon request of the Electrical Inspector or any police officer of the City of Asheville.

Sec. 17. Fees for Examinations and License Renewals. Before a license is granted to any applicant and before any expiring license is renewed, the applicant shall pay to the City of Asheville a fee in such amount as is herein specified for the class of license to be granted or renewed, as follows:

EXAMINATION FEES

For a Class 2, Journeyman Electrician's License	$5.00
For a Class 3, Elevator Erector's License	5.00
For a Class 4, Motion Picture Operator's License	5.00
Renewals for Class 2, 3 and 4 Licenses	1.00

If an applicant for a license fails in his examination the fee paid by him shall not be returned to him, but after a period of ninety days shall have elapsed he shall be entitled to one re-examination after paying one-half the regular fee, provided he made a grade of at least 60% on previous examination. Anyone failing to make a grade of 60% on examination shall wait for a period of one year before another examination may be given. The one-half fee shall also apply to the one year waiting period. A grade of 75% is required for passing grade on all classes of licenses.

Each license shall expire on June 30th following the date of its issue, and shall be re-

newed by the Board of Examiners upon application of the holder of the license, payment of the required fee, at any time within thirty (30) days before the date of such expiration.

Sec. 18. Permits. No wiring, devices, appliances or equipment for the transmission, distribution or utilization of electrical energy for any purpose shall be installed within or on any building or premises nor shall any alteration or addition be made in any such existing wiring, devices, appliances or equipment without first securing a permit therefor from the Inspection Department, except as stated in the following paragraphs 1, 2, 3 and 4.

Sec. 19. Application for Permit. A. Application for such permit, describing the work to be done, shall be made to the electrical Inspection Department by the person, firm or corporation installing the work and permit when issued shall be to such applicant. The application shall be accompanied by such plans, specifications and schedules as may be necessary to determine whether the installation as described will be in conformity with the requirements of this ordinance. If it shall be found that the installation as described will in general conform with the requirements of this ordinance, a permit for such installation shall be issued; provided, however, that the issuance of the permit shall not be taken as permission to violate any of the requirements of this ordinance.

B. The applicant shall, before starting any installation make a record of same in duplicate, one to be known as the "Contractor's Copy" and one as the Workman's Copy". The person working in the capacity of journeyman electrician and in charge of any job, while performing any work or supervising any work pertaining to the aforesaid installation, alterations, or additions, shall have in his possession and on the premises where work is being performed the"Workman's Copy" of the permit issued therefor.

Forms for this purpose will be furnished by the Inspection Department and shall be accessible to the Inspector at all times and shall be surrendered to him upon request. When book is completed, it shall be delivered to and remain the property of the Inspection Department.

C. No permit for the installation or alteration of any electric wiring, devices, appliances, or equipment shall be issued to any person, firm or corporation unless such person firm or corporation is the holder of a license entitling such person, firm or corporation to secure permits for and to execute the work described in the application for the permit, except that upon application and payment of the fees therefor, permits shall be issued to unlicensed persons, firms and corporations for work which the ordinances of the City of Asheville specifically permit them to execute without a license.

1. No permit shall be required for minor repair work, for the replacement of lamps, fuses or for the connection of portable devices to suitable receptacles which have been permanently installed.

2. No permit shall be required to make tests or repairs to electrical devices, appliances or apparatus provided the repairs are made by a general repair man or corporation who is a holder of a license to do such work by the State of North Carolina.

3. No permit shall be required for the installation of wiring, devices, appliances or equipment for the operation of signals or the transmission of intelligence, where such wiring, devices, appliances or equipment operate at a voltage not exceeding fifty (50) between conductors and do not include generating or transforming equipment capable of supplying more than fifty (50) watts of energy.

4. No permit shall be required for the installation, maintenance or alteration of electric wiring, devices, appliances or equipment to be installed by or for an electric public service corporation on privately owned premises for the use of such a corporation in the generation, transmission, distribution or metering of electrical energy, or for the use of such a corporation in the operation of signals or the transmission of intelligence.

Sec. 20. Inspection and Certificates. Upon the completion of the work which has been authorized by issuance of any permit, it shall be the duty of the person, firm or corporation installing the same to notify the Electrical Inspector, who shall inspect the installation as soon thereafter as practicable; and, if it is found to be fully in compliance with the provisions of this ordinance and when requested, he shall issue to such person, firm or corporation a final certificate of approval, with duplicate copy for delivery to the owner, authorizing connection to the source of supply, the turning on of the current and the use of the installation, and shall send written notice of such authorization to the public service corporation furnishing the electric service. When a certificate of approval is issued authorizing the connection and use of temporary work, such certificate shall be issued to expire at a time to be stated therein and shall be revocable by the Electrical Inspector for cause. A preliminary certificate of approval may be issued authorizing the connection and use of certain specified portions of an incompleted installation; such certificate shall be revocable at the discretion of the Electrical Inspector.

If upon inspection the installation is found not to be fully in compliance with this ordinance, the Electrical Inspector shall at once notify the person, firm or corporation installing the wiring, either verbally or in writing, stating the defects which have been found to exist. Any person, firm or corporation failing to correct such defects, or take an appeal to the Board of Examiners within forty-eight (48) hours after having been duly notified by the Electrical Inspector, shall be subject to prosecution.

When any part of a wiring installation is to be hidden from view by the permanent placement of parts of the building, the person, firm or corporation installing the wiring shall notify the Electrical Inspector and such parts of the wiring installation shall not be concealed until they have been inspected and approved by the Electrical Inspector or until twenty-four (24) hours, exclusive of Saturdays, Sundays and legal holidays, shall have elapsed from the time of such notification, providing that on large installations, where the concealment of parts of the wiring proceeds continuously, the person, firm or corporation installing the wiring shall give the Electrical Inspector due notice and inspections shall be made periodically during the progress of the work.

No application for inspection will be considered unless a correct building number is given. Applications for inspections filed in the Electrical Inspector's office before 9 A. M. of each day shall be given first consideration by the Inspector. No roughing-in work will be considered complete until all joints are properly made, soldered and taped, nor until all service switches, control switches, circuit cabinets and receptacles, together with their appropriate trims and covers, are properly placed and the grounding connections have been made.

Sec. 21. Reinspection. The Electrical Inspector shall make periodically a thorough reinspection of the installation of all electric wiring, devices, appliances and equipment now installed or that may hereafter be installed within the City of Asheville and within the scope of this ordinance, and when the installation of any such wiring, devices, appliances or equipment is found to be in a dangerous or unsafe condition, the person, firm or corporation owning, using or operating the same shall be notified in writing and shall make the necessary repairs or changes required to place such wiring, devices, appliances and equipment in safe condition and have such work completed within fifteen (15) days or any longer period specified by the Electrical Inspector in said notice. Reinspections shall be made at least once each year of all electric wiring, devices, appliances and equipment in all institutions and establishments serving the public, and when the electrical installation in any such building is found to conform with the provisions of this ordinance, the Electrical Inspector shall issue to the owner or occupant thereof a Certificate of Approval of the installation and no fee shall be charged for such reinspection or certificate. Such certificate shall be kept posted in a conspicuous place in or upon such premises.

Sec. 22. Connection to Installations. It shall be unlawful for any person, firm or corporation to make connection from a source of electrical energy to any electric wiring, devices, appliances or equipment for the installation of which a permit is required until a certificate of approval has been issued by the Electrical Inspector, authorizing such connection and the use of such wiring, devices, appliances or equipment, or to any electric wiring, devices, appliances or equipment which has been disconnected or ordered to be disconnected by the Electrical Inspector or the use of which has been ordered by the Electrical Inspector to be discontinued until a certificate of approval has been issued by him authorizing the reconnection and use of such wiring, devices, appliances or equipment.

Sec. 23. Installation Standards and Approved Materials. All installations shall be in strict conformity with the provisions of this ordinance and no electrical materials, devices, appliances or equipment shall be used or installed in the City of Asheville, unless they are in conformity with the provisions of this ordinance, the statutes of the State of North Carolina, the rules and regulations issued under authority of the State Statutes, and unless they are in conformity with approved methods of construction for safety to life and property.

Sec. 24. Markers of Cables and Wires. All cables and wires shall have the maker's name, type, size and voltage stamped on the cables or wires, along with other markings as may be necessary to readily identify them in the field.

Sec. 25. Types of Wiring Approved. The following types of wiring are approved for use.

a--Rigid and flexible metal conduit.
b--Electrical metallic tubing
c--Aporoved raceway systems
d--Armored cable
e--Non-metallic sheathed cable
f--Service Entrance cable

Open wiring on insulators is approved for temporary work only; special permission may be granted, however, where conditions warrant.

Sec. 26. Services. All service conductors installed or altered except in old buildings outside of the fire district shall be installed in rigid conduit or electrical metallic tubing. All service conductors installed or altered shall, when practical, terminate within 12" of service drop. Any service installed where a range or water heater is supplied, the minimum size conductor shall be #4 A. W. G. or larger. On new buildings with a demand of 31 to 60 amperes, the minimum size raceway shall be 1¼". Buildings of 61 to 100 amperes demand, the raceway shall be 1½". Buildings of large area and demand, the size service shall be determined by the National Electrical Code demand. On temporary services for new construction and installations of not over two (2) branch circuits, the size conductors and raceway may be determined by the demand or load to be served.

Where water pipes are not available for grounding of services and equipment, a regulation 8' ground rod shall be used. Pipes or other driven electrodes will not be approved.

Sec. 27. Fire Districts. All wiring within the fire districts shall be incased in approved rigid conduits or electrical metallic tubing except on finished structures wherein aporoved metal raceways may be used. The authority enforcing this ordinance may make exceptions of special applications where suitable precautionary means are followed. This Section does not apply to low voltage control or signal circuits except where failure of such circuits would create a hazzard. All new public, commercial and industrial buildings outside the fire district shall be wired in rigid conduit or electrical metallic tubing. Single and Duplex family dwellings of two (2) apartments or less outside the fire zones may be wired in any approved type of wiring.

Sec. 28. Metal Conduits. All metal conduit installed underground or where exposed to the weather shall be protected from corrosion by a coating of zinc or equal.

Sec. 29. Branch Circuit Requirements for Commercial Service Establishments. No store building, office building or service establishment which may be used for sales purposes shall be wired so as to place not more than four (4) ceiling outlets on any branch fuse, nor shall any outlets otherwise located be connected to any such circuit, except in show windows, show cases, stairways, corridors, toilets, and storage spaces; whereas in eight (8) outlets may be on a branch fuse, provided the demand is not greater than ten (10) amperes or, by special permission from the Inspection Department. No branch circuit of the 15, 20, 30 and 50 ampere capacity shall have a permanent connected load of over 2/3 of the rated capacity in the circuit where loads will be on for a long period of time such as stores, churches, schools and similar locations.

Oil burners, stokers and heating systems shall be supplied by separate circuits for such equipment. Receptable outlets installed for laundry machines in residences shall be supplied by separate circuit for such locations.

Sec. 30. Branch Circuit Requirements for Beauty Parlor Circuits. All wiring in connection with beauty parlor appliance circuits shall be wired so as to place not more than two single receptacle outlets on any one branch circuit. The circuit conductors shall not be less than No. 12 B. & S. Gage.

Sec. 31. Wire Sizes. All Circuit wires other than in single family dwellings shall be No. 12 B. & S. Gage or larger.

Sec. 32. Overcurrent Protection.

1. New Installations.

All plug fuses designed for use in Edison base cutouts or switches shall be of the non-tamperable type and shall bear the Underwriters' label of approval. They shall be so designed that they can only be tampered with difficulty and shall have their holding means electrically insulated.

2. Existing Installations.

Where it is evident that 15 ampere branch circuits and feeders and circuits of 16 to 30 amperes are not properly maintained with approved fuses of proper sizes to protect the circuits or feeders, non-tamperable fuses of proper capacity shall be required.

3. Where motor driven electrical devices are connected to existing 15 ampere circuits, non-tamperable fuses of the proper capacity to protect the circuit shall be required.

When separate circuits are installed to supply current to such electrically driven devices, non-tamperable fuses of the proper capacity to protect the circuit shall be required.

Sec. 33. Metal Construction. All wiring including boxes, cabinets and fittings used in connection with metal, or metal lath, shall be of the metallic type, except non-metallic materials may be used, provided all boxes are of the non-combustible, non-conductive type.

Sec. 34. Range Disconnect. All new electric range installations must be supplied with a heavy duty attachment device capable of interrupting the service, and when possible located within reach of the equipment. The minimum size conductor to supply a single range shall be #6 A. W. G. or larger.

Oven and cooking units which are located in different parts of the room such as Hollywood style shall have a disconnect means located in sight on same floor as the appliance.

Sec. 35. Refrigeration Connection. All wiring in connection with electrical refrigeration, except the larger commercial type which are permanently wired for, shall be connected to circuit supply wires by means of approved receptacles, located not more than five (5) feet from the refrigerator.

Sec. 36. Outlet Boxes. All outlet boxes used in concealed wiring on new construction at lighting outlets shall be not less than 4" in diameter or 4" square and shall be provided with plaster ring covers, except no covers will be required on outlet boxes as is prescribed in the latter part of Section 333 of this ordinance which pertains particularly to non-metallic boxes.

Sec. 37. Gas Pump Connections. Each gas pump shall be supplied through an individual conduit which shall terminate within the inclosure, except in cases where it is impossible or impracticable. 3/4" will be the minimum size conduit required for this purpose.

Sec. 38. Marking of Service Switches and Meters. Where two or more switches or meters are grouped at one location, each switch or meter outlet shall be permanently marked to show the section of building or apartment served. These markings shall be painted or stencilled.

Sec. 39. Unsoldered Joints. No person shall tape or otherwise conceal an unsoldered joint on any electric light, heat or power circuit within any building, except joints made by means of an approved type of solderless connector.

Sec. 40. Over Fusing Unlawful. It shall be unlawful for any person, firm or corporation to bridge or to increase the size of any fuse above the rated capacity of the wire it is protecting in or on any building or premises in the City of Asheville.

Sec. 41. Clearance of Wires. Where wiring for light or power have been installed as knob or tube, or cleat work, no person shall place any metal pipe or other metal nearer than three (3) inches to any wire of such a wiring system, nor shall any person place any material nearer than one (1) inch to any wire of such a wiring system, unless such wire is insulated in such manner as meets the approval of the Electrical Inspector.

Sec. 42. Poles, Towers and Wires. Poles, towers, and wires shall be located in the streets, alleys, and public places of the City in such a manner as to cause the least obstruction to public travel and private use of property consistent with safety to life and property. The Electrical Inspector shall have the authority to compel the removal of unsafe poles and towers, or the relocation of installations which do not conform to the intent of this ordinance. Five days shall be sufficient time for compliance with this Section.

All line wires installed or altered in the fire districts shall be grouped as much as possible, and all service drops shall be distributed from the nearest practicable line support to the point where they enter the building.

Sec. 43. Definitions. OUTLETS. For the purpose of the fee schedule "outlets" shall mean all outlets including completed control switches and completed flush type receptacles, and all motors of less than one-fourth (1/4) horse power.

SOCKETS. For the purpose of the fee schedule "sockets" shall mean all lamp sockets, or screw shell receptacles.

MOTORS. For the purpose of the fee schedule "motors" shall mean all motors of one-fourth (1/4) horse power, or over.

OTHER ELECTRICAL EQUIPMENT AND DEVICES. For the purpose of the fee schedule "other electrical equipment and devices" shall mean meter services, signs, ranges, water heaters, refrigerators, x-ray machines, furnace connections, gas pumps, oil filled transformers, motion picture machines, rectifiers, vulcanizers, toasters, waffle irons and any and all other machines and devices.

EXTRA ELECTRICAL INSPECTIONS. Shall mean additional inspections made by the Electrical Inspector or his assistants, made necessary through the failure of any electrical contractor or journeyman electrician in charge of the work to properly specify the location of the work, or to install wiring or apparatus in proper manner, or to otherwise create conditions making such additional inspection necessary.

Sec. 44. Fee Schedule.

1 to 10 Outlets	$1.00
11 to 20 Outlets	2.00
21 to 30 Outlets	2.50
31 to 40 Outlets	3.00
41 to 50 Outlets	3.50
51 to 60 Outlets	4.00
61 to 70 Outlets	4.50
71 to 80 Outlets	5.00
81 to 90 Outlets	5.50
91 to 100 Outlets	6.00
For each additional 25	1.00

B. Fixture Sockets.

1 to 10	$ .50
11 to 100, each	.05
For over 100, each	.02½

C. Motors

½ H. P. and less than 1	$ .50
1 H. P. and less than 5	1.00
5 H. P. and less than 7	1.50
7 H. P. and less than 10	2.00
10 H. P. and less than 20	2.50
20 H. P. and less than 50	3.00
50 H. P. and less than 75	3.50
75 H. P. and less than 100	4.00
For each additional 100 H. P.	2.00

D. Miscellaneous

Signs . . . . . 1 Circuit $1.00	$ .50 for each additional circuit
Ranges	$ 1.00
Range Combination	2.00
Water heater combination	2.00
Commercial refrigerator	1.00
Furnace Connections	1.00
Transformers, oil filled or dry type	1.00
Gas Pump installations	1.00
Motion picture machines	1.00
X-ray machines	3.00
Meter service	1.00
Rectifiers	1.00
Vulcanizers, toasters, waffle irons, and any and all other machines and devices rated at 1360 watts or over, each	1.00

E. Extra Electrical Inspections

Each extra electrical inspection as defined in Article 343	$ 2.00

Inspection fees shall be paid by the tenth of the month following the approval of work by the Inspection Department. No further permits shall be issued after the tenth of the month unless previous permit fees are paid in full.

Sec. 45. Rights of Appeal. Any person may appeal to the City Council from the decisions made by the Examing Boards, or the Electrical Inspector, provided that notice of appeal is given within forty-eight (48) hours.

Sec. 46. Liability for Damages. This ordinance shall not be construed to relieve from or lessen the responsibility or liability of any party owning, operating, controlling or installing any electric wiring, devices, appliances or equipment for damages to person or property caused by any defect therein, nor shall the City be held as assuming any such liability by reason of the inspection authorized herein, the certificate of approval issued as herein provided.

Sec. 47. Penalty. Any person, firm or corporation who shall violate any of the provisions of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not less than Ten ($10.00) Dollars nor more than Fifty ($50.00) Dollars for each offense, together with the costs of prosecution, and in default of payment thereof by imprisonment for not less than ten days nor more than thirty days, and if such person, firm or corporation is the holder of a license of any class provided for in this ordinance, such conviction shall have the effect of suspending said license until it shall have been reinstated by the Board of Electrical Examiners.

Sec. 48. Validity. If any Section, sub-section, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Asheville hereby declares that it would have passed this ordinance and each Section, sub-section, sentence, clause or phrase thereof, irrespective of the fact that any one or more Sections, sub-sections, sentences, clauses or phrases be declared unconstitutional.

Sec. 49. Repeal of Conflicting Ordinances. All ordinances or parts of ordinances conflicting with the provisions of this ordinance are hereby repealed.

Sec. 50. Date to Take Effect. This ordinance shall take effect and be in force from and after fifteen days from date of final passage.

I move the adoption of the foregoing ordinance, this 7 day of June, 1956.

Frank Mulvaney
COUNCILMAN

SECONDED BY: Robert I. Presley
COUNCILMAN

Read, approved and adopted, this 28 day of June, 1956, to become effective 13 day of July, 1956.

APPROVED AS TO FORM:

Robt. W. Wells
CORPORATION COUNSEL

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

Councilman McRary introduced Ordinance No. 391, being "INTERIM APPROPRIATION ORDINANCE", which was, upon motion of Councilman McRary, seconded by Councilman Mulvaney, and after having been read in full, unanimously passed on its first reading with the following vote:

Councilman McRary voted "aye"	Councilman Algary voted "aye"
Councilman Mulvaney voted "aye"	Councilman Sumner voted "aye"
Councilman Presley voted "aye"	Mayor Eller voted "aye"

Whereupon, Councilman Presley stated that inasmuch as the law provides for an interim appropriation ordinance to be adopted to operate the city from July 1, 1956 to the date of the adoption of the 1956-57 budget ordinance, and the Charter of the City of Asheville provides for such motion as I now make, I move that the requirement that this ordinance be read on three separate days be dispensed with, which motion was seconded by Councilman Algary and unanimously adopted.

Ordinance No. 391, being "INTERIM APPROPRIATION ORDINANCE", was, upon motion of Councilman McRary, seconded by Councilman Mulvaney, unanimously passed on its second reading with the following vote:

Councilman McRary voted "aye"	Councilman Algary voted "aye"
Councilman Mulvaney voted "aye"	Councilman Sumner voted "aye"
Councilman Presley voted "aye"	Mayor Eller voted "aye"

Ordinance No. 391, being "INTERIM APPROPRIATION ORDINANCE", was, upon motion of Councilman McRary, seconded by Councilman Mulvaney, unanimously passed on its third and final reading with the following vote:

Councilman McRary voted "aye"	Councilman Algary voted "aye"
Councilman Mulvaney voted "aye"	Councilman Sumner voted "aye"
Councilman Presley voted "aye"	Mayor Eller voted "aye"

ORDINANCE NO. 391

INTERIM APPROPRIATION ORDINANCE

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That in order to operate the city from July 1, 1956, to the date of the adoption of the 1956-57 Budget Ordinance, appropriations are hereby made for the purpose of paying salaries, the principal and interest on indebtedness, and the usual ordinary expenses of the city at the same rate of expenditure as provided for in the budget for the 1955-56 fiscal year. This ordinance shall cease to be effective from and after the adoption of the 1956-57 Budget Ordinance, and all expenditures made in accordance with this ordinance shall be chargeable to appropriations made in the 1956-57 Ordinance.

Section 2. This being an ordinance relating to budgets and appropriations shall be in full force and effect immediately upon its final passage.

I move the adoption of the foregoing ordinance, this 28th day of June, 1956.

J. W. McRary
COUNCILMAN

SECONDED BY: Frank Mulvaney
COUNCILMAN

Read, approved and adopted, this 28th day of June, 1956, to become effective 28th day of June, 1956.

APPROVED AS TO FORM:

Robt. W. Wells
CORPORATION COUNSEL

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

Mr. Charles Marler, attorney for Edwin C. Brown and others, presented a claim for damages to Edwin C. Brown in the amount of $12,500.00, which was referred to the Corporation Counsel. And Mrs. Marvin Craven spoke in opposition to the stock car racing at McCormick Field.

STATE OF NORTH CAROLINA)
COUNTY OF BUNCOMBE)
CITY OF ASHEVILLE)

NOTICE OF CLAIM AND DEMAND

To the Honorable Mayor and City Council of the City of Asheville, a municipal corporation of said County and State, TAKE NOTICE:

That the undersigned, Edwin C. Brown, a citizen and resident of said County and State, residing at 63 Buchanan Avenue, together with all other citizens and residents of said County and State, who desire to join in this demand, hereby claims as follows:

1.

That the City of Asheville has created a nuisance, or has aided and acetted in the creation and operation of a nuisance, as follows:

A. In leasing or renting City-owned property, known as McCormick Field, located on Valley Street, in said City, to J. M. Lowe, for the purpose of allowing and permitting the said J. M. Lowe, as Lessee, to use said McCormick Field for the purpose of exhibiting automobile speed races and other attractions to the public generally for an admission charge or fee.

2.

That said City of Asheville in leasing, letting, or renting said premises to said Lessee has departed from its governmental function and from the intended use of said property, and is jointly engaged in said enterprise with said Lessee, having reserved to itself, by the terms of said Lease, compensation for use and occupancy of said premises by said Lessee, based upon the admission fee charges, as set forth in said Lease.

3.

That heretofore, said Lessee has held and conducted two such races, and that the holding of two said races has attracted a large group of spectators, and has been attended by great noise far in excess and beyond the reasonable use of said property for its intended purposes, in that:

A. The automobiles being driven in competition in said races are not equipped with mufflers, or other sound-deadening devices, and that said automobiles, by reason of the competition in which they are engaged, are caused to accelerate rapidly, emitting great and unreasonable noises from opened, unmuffled exhaust pipes, and are caused to decelerate rapidly when approaching curves, and thereby causing great and unreasonable noises from the application of brakes, squealing of tires, and back-fire from engines;

B. That in addition to the foregoing, in order that the announcer's voice may be heard at said race track, the same is equipped with an exceedingly high volume public address system, or systems, to enable the said announcer to be heard over the great and unreasonable noise made by automobiles engaged in said races;

C. That in addition to the foregoing, the spectators wildly cheer the automobile of their choice, loudly jeer at the others, and generally create as much clamor, noise and disturbance as can be created at any gathering of a number of people in excess of four to five thousand;

D. That in addition to the foregoing, the said automobiles discharge monoxide gas and other exceedingly noxious and poisonous fumes offensive and dangerous to this Claimant in his home and to the entire neighborhood, and said citizens and residents residing in the vicinity of said race track.

4.

That this Claimant's property, consisting of a dwelling house situated on a lot designated as 63 Buchanan Avenue, as aforesaid, has suffered depreciation in value of said property to the extent of $6,000.00, or 50% of the reasonable market value thereof, by reason of the creation and operation of said public nuisance, and that the citizens and residents of this entire community who own their own homes have likewise been damaged by a great depreciation in the value of their property.

5.

In addition to the foregoing, this Claimant has personally suffered in his own home by reason of inhaling monoxide gas and other noxious fumes discharged from said automobiles, and thereby made violently sick with nausea and suffering in his head and chest to such an extent as to being forced to obtain medical services, and that this claimant is so damaged by reason of said monoxide gas and other noxious and poisonous fumes to the extent of $1,000.00; and that all other citizens and residents residing in the vicinity of said race track have likewise been caused by said public nuisance to suffer physical damages, by reason of inhalation of said monoxide gases, odors and fumes.

6.

In addition to the foregoing, the peace and quiet of this Claimant's home, and the entire neighborhood surrounding same, has been disrupted and destroyed by the said nuisance to such a great extent that this Claimant and his wife have become exceedingly nervous, unable to sleep, and otherwise unable to enjoy peace and tranquility of his home, all to this Claimant's further damage in a sum of at least $1,500.00; and, that the citizens and residents residing in and about the vicinity of the said race track have suffered damages to their nerves and nervous systems by reason of the operation of said race track.

Upon the foregoing, the undersigned, together with all citizens and residents in and about the vicinity of said race track and other citizens and residents of the County of Buncombe, State of North Carolina, who desire to join in this demand, hereby demand that the City of Asheville forthwith, in the exercise of its municipal charter and the authorities therein granted, take immediate steps to abate said nuisance.

Upon the foregoing, the undersigned, individually, demands that the City of Asheville pay over to him the sum of $6,000.00 for the devaluation of his property as above set forth, and the further sum of $6,500.00

[illegible] the [illegible] damages, mental anguish and damages as above set forth.

S/ Charles L. Marler
Attorney for Claimant

[illegible]
BUNCOMBE COUNTY

ERWIN C. BROWN, being first duly sworn, deposes and says:

That he is the Claimant in the foregoing Notice of Claim and Demand; that he has read said Notice, and that the same is true to his own knowledge except as to matters therein stated upon information and belief, and as to those he believes it to be true; and, he further avers that he has made said Claim and Demand for and in behalf of himself and all other citizens and residents who wish to join in said demand.

S/ Erwin C. Brown
Claimant

Sworn to and subscribed before me, this 28th day of June, 1956.

My Commission expires:
February 4, 1958
(SEAL)

S/ Mary O. Wehorn
Notary Public

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Sumner
CITY CLERK

Thursday, July 5, 1956 - 4:00 o'clock P. M.

Because of the lack of a quorum, no meeting of the City Council was held on the above date.

MAYOR

Margaret Sumner
CITY CLERK

Thursday, July 12, 1956 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, July 12, 1956, at 4:00 o'clock P. M. with Mayor F. W. Eller presiding. Present: Councilmen F. M. Mulvaney, T. B. Sumner, W. F. Algary, J. W. McRary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A petition was presented by residents on Gertrude Place requesting that the area occupied by lots fronting eastwardly on Gertrude Place in Grove Park be rezoned from RA-8 to RA-10 Residential District.

This request was referred to the Planning and Zoning Commission for report and recommendation.

A letter was received from Pearlman's protesting against the paying of a $50 fee required of persons dealing in plumbing supplies when the only type of plumbing supplies handled is kitchen sinks and kitchen cabinets.

This protest was referred to the Corporation Counsel for consideration by the Council in next year's privilege tax ordinance.

A petition was presented signed by a number of residents in the vicinity of Weaver Park protesting the lighting of this park for night softball.

Speaking in behalf of said petition were Mr. L. E. Addington, Miss Claris McCrary, Mrs. M. [illegible] Teague, and others.

Mr. Thomas Sproule, assistant pastor of First Presbyterian Church, and President of the Church Softball League, spoke in behalf of lighting said park.

Mr. Rex Smathers offered space in the West Asheville Amusement Park if Weaver Park cannot be used. And a letter was received from Mr. Edwin Burge endorsing the proposed lighting of the park.

Following the discussion City Manager Weir proposed that lights be installed in Weaver Park on a trial basis for this season, which was approved by the Council.

Councilman McRary introduced Ordinance No. 392, being "AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET AND FIXING THE TAX RATE OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1956-57", which was, upon motion of Councilman McRary, seconded by Councilman Mulvaney, unanimously passed on its first reading with the following vote:

Councilman McRary voted "aye"
Councilman Mulvaney voted "aye"
Councilman Algary voted "aye"
Councilman Sumner voted "aye"
Mayor Eller voted "aye"

C. Leyton Willis and Associates, airport consultants, presented a Preliminary Airport Site Studies Report, and Mr. Willis was present to answer questions concerning this report.

Following a full discussion the Council received said report for study and consideration.

The City Manager presented a report from White Transportation Company on the Malvern Hills operation, advising that said operation would be discontinued as of July 7, 1956.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, July 19, 1956 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, July 19, 1956 at 4:00 o'clock P. M. with Mayor F. W. Eller presiding. Present: Councilmen J. W. McRary, F. M. Mulvaney, W. F. Algary, T. B. Sumner, C. E. Morgan, City Manager Weldon Weir and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Ordinance No. 392, being "AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET AND FIXING THE TAX RATE OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1956-57", was, upon motion of Councilman McRary, seconded by Councilman Mulvaney, unanimously passed on its second reading with the following vote:

Councilman McRary voted "aye"
Councilman Mulvaney voted "aye"
Councilman Algary voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

[illegible]

Councilman Mulvaney introduced a resolution appointing members of Asheville-Biltmore College, Inc., which was, upon motion of Councilman Mulvaney, seconded by Councilman Algary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 336.

There being no further business the meeting was upon motion adjourned.

MAYOR

Lucian Rucker
ACTING CITY CLERK

Thursday, July 26, 1956 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, July 26, 1956, at 4:00 o'clock P. M. with Mayor F. W. Eller presiding. Present: Councilmen T. B. Sumner, J. W. McRary, F. M. Mulvaney, C. E. Morgan, R. I. Presley, W. F. Algary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

[illegible]

Ordinance No. 392, being "AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET AND FIXING THE TAX RATE OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1956-57", was, upon motion of Councilman McRary, seconded by Councilman Mulvaney, unanimously passed on its third and final reading with the following vote:

Councilman McRary voted "aye"
Councilman Mulvaney voted "aye"
Councilman Presley voted "aye"
Councilman Algary voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 392

AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET AND FIXING THE TAX RATE OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1956-57

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. The following amounts are hereby appropriated for the operation of the city government and its activities for the fiscal year beginning July 1, 1956, and ending on June 30, 1957, according to the following schedule:

SCHEDULE A. GENERAL OPERATING FUND

General Government	$ 252,369.56
Law	10,807.00
Finance	30,774.00
Public Safety	925,329.32
Libraries	90,377.88
Public Works	736,949.56
Parks and Playgrounds	110,126.68
Civil Service	6,375.00
Total General Operating Fund	$ 2,163,109.00

SCHEDULE B. WATER DEPARTMENT OPERATING FUND

Water Department Operating Fund	671,308.13

SCHEDULE C. DEBT SERVICE FUND

General Refunding Bonds	$ 570,281.00
Water Refunding Bonds	230,000.00
New Water Bond Issue	190,224.00
Total Debt Service Fund	990,505.00
TOTAL APPROPRIATIONS	$ 3,824,922.13

Section 2. It is estimated that the following revenues will be available during the fiscal year beginning on July 1, 1956, and ending on June 30, 1957, to meet the foregoing appropriations, according to the following schedule:

SCHEDULE A. GENERAL OPERATING FUND

Current Year's Property Tax		$ 652,759.00
Other Revenues as follows:		
License & Privilege taxes		176,100.00
Payment In Lieu of Taxes		150,000.00
Fees		56,150.00
Parking Meter Fees		73,000.00
Court Costs		55,000.00
Rents		86,500.00
Income from Parks		26,400.00
Miscellaneous		3,200.00
Contribution from State Rev. Dept.		50,000.00
Contribution from State St. Fund		200,000.00
Contribution from Housing Authority		6,000.00
Contribution from ABC Stores		500,000.00
Riverside Cemetery		18,000.00
Current Year's Poll Tax and taxes other than Current Year's Property Tax and Other Than Hereinbefore Itemized		110,000.00
TOTAL GENERAL OPERATING FUND		$2,163,109.00

SCHEDULE B. WATER DEPARTMENT OPERATING FUND

Water and Other Charges	671,308.13

SCHEDULE C. DEBT SERVICE FUND

Current Year's Property Tax	$ 570,281.00	
Water and Other Charges from Water Department	420,224.00	
TOTAL DEBT SERVICE FUND		990,505.00
TOTAL ESTIMATED REVENUES		$3,824,922.13

Section 3. There is hereby levied the following rates of tax on each one hundred dollars ($100) valuation of taxable property, as listed for taxes as of January 1, 1956, for the purpose of raising the revenue from Current Year's Property Tax, as set forth in the foregoing estimates of revenue, and in order to finance the foregoing appropriations:

General Operating Fund (for the general expenses incident to the proper government of the city)	.8326
Debt Service Fund (for payment of interest and principal on outstanding debt of General Refunding Bonds)	.7274
Total rate per $100 of valuation of taxable property	1.56

Such rates of tax are based on an estimated total assessed valuation of property for purposes of taxation of $78,400,000.00.

Section 4. There is hereby levied a poll tax of $1.00 on all male persons between the ages of 21 and 50, unless exempt as provided by law, for the purpose of raising the revenue from Current Year's Poll Tax, as set forth in the foregoing estimates of revenue, and in order to finance the foregoing appropriations.

Section 5. Copies of this ordinance shall be furnished to the City Manager and Director of Finance and City Accountant, to be kept on file by them for their direction in the disbursement of city funds.

Section 6. Should any section, paragraph, sentence, clause, or phrase, of this ordinance, be declared unconstitutional or invalid for any reason, the remainder of said ordinance shall not be affected thereby.

Section 7. That this ordinance shall be in full force and effect upon date of final passage.

I move the adoption of the foregoing ordinance, this 12 day of July, 1956.

J. W. McRary
COUNCILMAN

SECONDED BY: Frank Mulvaney
COUNCILMAN

Read, approved and adopted, this 26 day of July, 1956, to become effective 26 day of July, 1956.

E. W. Eller
MAYOR

APPROVED AS TO FORM:
Robt. W. Wells
CORPORATION COUNSEL

Margaret Simmons
CITY CLERK

Councilman Presley introduced a resolution of notice that Council will consider extension of corporate limits to include certain territory, which was, upon motion of Councilman Presley, seconded by Councilman Algary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 337.

The Council was invited to attend the first softball game under lights at Weaver Park next Tuesday.

Councilman Algary on behalf of the Asheville Agricultural Development Council invited the Council to visit Holly Springs Community in Macon County on August 9th, the 1955 WNC Rural Community Development Contest first place winner.

Councilman Presley moved that this invitation be accepted and the Council attend said event in a body, which motion was seconded by Councilman Algary and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, August 2, 1956 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, August 2, 1956, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. F. Algary, T. B. Sumner, F. M. Mulvaney, R. I. Presley, J. W. McRary, City Manager Weldon Weir and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

The City Manager presented an offer from William J. Carter to purchase Lot 106, Sheet 4, Ward

Following a discussion, Councilman Mulvaney introduced a resolution authorizing the City Manager to advertise certain property belonging to the City of Asheville to be sold at public auction, which was, upon motion of Councilman Mulvaney, seconded by Councilman McRary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 338.

Councilman Sumner introduced a resolution authorizing Mayor to execute lease with Claude F. Lee and wife and Lillie W. Lee for certain property for operating a combined and single off-street parking facility by the city, which was, upon motion of Councilman Sumner, seconded by Councilman Presley, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 339.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 1st day of May, 1956, by and between CLAUDE F. LEE and wife, CLARISSA A. LEE, and LILLIE W. LEE (widow of R. F. Lee), hereinafter referred to as Lessors, and CITY OF ASHEVILLE, a municipal corporation of the State of North Carolina, hereinafter referred to as Lessee;

WITNESSETH:

That the Lessors, for and in consideration of the rents, covenants and conditions hereinafter mentioned to be kept and performed by the Lessee, do hereby rent, demise and lease unto the said Lessee, the following described premises located in the City of Asheville, Buncombe County, North Carolina, to-wit:

BEGINNING at a stake in the northeast corner of that lot described in deed dated May 17, 1946 from John R. Burton and wife to Claude F. Lee and William E. Lee, recorded in book 610 at page 599 in the office of the Register of Deeds for Buncombe County, N. C., and runs thence with the eastern boundary line of said lot South 19 deg. 12' East 56 feet to a stake in the southeast corner of said lot; thence with the southern boundary line of said lot South 74 deg. 18' West 90 feet to a stake; thence North 19 deg. 12' West 56 feet to a stake in the north boundary line of said lot; thence with the north boundary of said lot North 74 deg. 18' East 90 feet to the place of BEGINNING; being the eastern half of said lot described in said deed book 610 at page 599 Buncombe County registry, reference to which is hereby made for greater certainty of description. And being the eastern half of the same lot designated as Lot 117, Sheet 1, Ward 2, as shown on the Buncombe County tax maps.

1.

TO HAVE AND TO HOLD the above described premises unto said Lessee for a term of one year beginning 1st day of May, 1956 and extending until 30 day of April, 1957, unless terminated at an earlier date as hereinafter provided; and it is expressly agreed that this lease shall automatically and without further action on the part of either party be extended from year to year, unless and until one of the parties shall give to the other party at least thirty days' notice before the end of the then current yearly term of his intention to terminate this lease at the end of the then current yearly term; it being understood that said yearly terms shall respectively end on the 30th day of April of each year.

2.

The Lessee agrees to pay to the Lessors as rental (it being understood that said rental is to be paid to Claude F. Lee by the Lessee, and it is agreed by all parties hereto that Claude F. Lee shall be the designated agent of all the Lessors to whom the Lessee may make the rental payments herein) for the leased premises on or before the 10th day of each calendar month the minimum sum of Thirty-seven and 50/100 ($37.50) Dollars, said $37.50 monthly payment being based upon fifty (50%) per cent of the estimated income from the parking of 25 cars on the premises at a rate of $3.00 per car per month, and it being understood that in event the gross income from said demised premises exceeds $75.00 per month Lessee shall pay, in addition to said $37.50 per month, 50% of said gross income in excess of said $75.00 to said Lessors.

3.

It is understood and agreed between the parties hereto that the Lessee shall operate on the premises hereby leased a public parking lot and shall conduct thereon operations auxiliary to the operation of a public parking lot and that said premises shall be used by the Lessee for no other purpose whatsoever; and in the event said premises shall cease to be used as a public parking lot this lease shall automatically terminate.

4.

The Lessee covenants and agrees as follows:

(a) That it will grade and level the property hereinbefore described and will apply a stone surface thereto, so that the maximum use of the property may be utilized for the purpose set forth in paragraph three, and it will make all necessary improvements thereon.

(b) That it will keep all improvements erected or placed on the premises in reasonable repair and that said improvements shall become the property of the Lessor at the termination of this lease.

(c) That it will supervise and operate the property as a public parking lot in a proper and business-like manner, keeping proper records of all receipts from said operation and that it will charge for parking the prevailing prices for parking in lots substantially located as the premises above described.

(d) That the Lessor shall have the right to inspect any records of the Lessee relating to the operation of said parking lot, or any receipts therefrom, and shall have the right to make any other investigation or check of said receipts which may be necessary and proper.

(e) That it will pay all utilities and expenses in connection with the use and operation of said parking lot during the term of this lease.

(f) That it will erect along the western boundary line of the premises a suitable fence to preserve the privacy and pleasing appearance of the property of the Lessors adjoining the demised premises on its west.

(g) That it will transplant or replace any shrubbery or flowers required to be moved or damaged by the preparation of the demised premises for said parking facility.

5.

It is further contracted and agreed between the parties hereto that at any time the said Lessors, their heirs and assigns, shall have the additional right in their discretion, in event they can show a bona fide arrangement to build a substantial structure on the premises, or to sell all of said premises, to terminate this lease.

6.

It is further agreed between the parties that if the Lessee at any time fails to pay the rental above provided for within thirty days after the same shall become due, or shall fail to keep and perform any of the covenants or agreements which are hereinbefore mentioned to be kept or performed by the said Lessee, then and in either of the events hereinbefore specified the said Lessors, their heirs and assigns, may at their option declare this lease cancelled and terminated after giving to the Lessee ten days written notice of their intention so to do. Thereupon, the said Lessors, their heirs and assigns, may take possession of the premises without any legal process and the Lessee agrees to surrender the premises to the Lessors, their heirs and assigns immediately.

7.

The Lessors hereby covenant and agree with the Lessee that subject to the terms and conditions hereinabove set forth, the Lessee shall have and enjoy the premises during the term herein provided for, free from the adverse claims of any and all persons whomsoever.

IN WITNESS THEREOF, the Lessors have hereunto set their hands and seals; and the said Lessee has caused this instrument to be executed in its name by its Mayor and attested to by its Clerk and its corporate seal attached, all under and by virtue of the authority duly granted by resolution adopted by the Council of the City of Asheville, this instrument and the resolution authorizing same having been duly submitted to and approved as to form by its corporate counsel and all matters and things necessary and proper for the said City of Asheville to execute this instrument having been duly and properly done; this the day and year first above written.

Claude F. Lee (SEAL)

Clarisse A. Lee (SEAL)

Lillie W. Lee (SEAL)

CITY OF ASHEVILLE

ATTEST:

By E. W. Eller
Mayor

Margaret Simmons
City Clerk

(Seal)

The City Manager presented the Audit of the Asheville Board of Alcoholic Control for the period ending June 30, 1956.

The City Manager presented the Annual Report of the Library Board.

Mayor Eller stated that he had been requested by the Buncombe County Medical Society to call attention to the Salk vaccine immunization clinics to be opened next week. Whereupon, Councilman Presley moved that the Council endorse this program, which motion was duly seconded and unanimously adopted.

The Council reaffirmed its policy in regard to leasing space in the City Hall Building, namely, that no new tenants in private business will be accepted, persons in private business now occupying space will do so on a month to month basis and no further leases to be entered into.

There being no further business, the meeting was upon motion adjourned.

MDR

Margaret Simmons
CITY CLERK

Thursday, August 9, 1956 - 4:00 o'clock P. M.

Because of the lack of a quorum, no meeting of the City Council was held on the above date.

MDR

Margaret Simmons
CITY CLERK

Thursday, August 16, 1956 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, August 16, 1956, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, T. B. Sumner, R. I. Presley, W. F. Algary, C. E. Morgan, J. W. McRary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

The City Manager presented the Budget Statement showing the budget position of the city for the period ending July 31, 1956.

The City Manager presented the Annual Audit of the Board of Tax Supervision for Buncombe County and the City of Asheville.

There being no further business, the meeting was upon motion adjourned.

MDR

Margaret Simmons
CITY CLERK

Thursday, August 23, 1956 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, August 23, 1956, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, W. F. Algary, J. W. McRary, T. B. Sumner, F. M. Mulvaney, R. I. Presley, City Manager Weldon Weir, and Corporation Counsel R. W. Wells

The minutes of the previous meeting were read and approved.

Mr. R. L. Griffin, attorney for William W. Orr, presented a claim for damages for taking of property for public use in the amount of $2500.00, which was referred to the Corporation Counsel for investigation.

NORTH CAROLINA
BUNCOMBE COUNTY

BEFORE THE CITY COUNCIL

WILLIAM W. ORR,
Plaintiff

-vs-

CITY OF ASHEVILLE,
Defendant

NOTICE OF CLAIM FOR COMPENSATION
FOR TAKING OF PROPERTY

Please take notice that WILLIAM W. ORR claims and demands compensation for the taking for public uses by the City of Asheville of his property in the sum of $2500.00.

The taking, without compensation, having been paid to him by the City of Asheville, results from the depreciation in market value of the lands owned by him in said City, being Lots 7-12, Block 2, and Lots 13-14 and 14, Block 3, of plat recorded in the office of Register of Deeds for Buncombe County, North Carolina, in Plat Book 14, at page 106, by reason of the appropriation by the City of Asheville for vehicular traffic of a strip of land dedicated on said plat for sidewalk purposes, lying to the north side of his lands.

This appropriation has decreased the reasonable market value of his property in the sum of $2500.00 as aforesaid.

No payment has been made by the City of Asheville for the taking of his property, and the said William W. Orr claims said amount by reason of the taking for public use of his property without compensation.

This the 23 day of August, 1956.

Richard L. Griffin

William J. Cocke
Attorneys for Plaintiff

NORTH CAROLINA,
BUNCOMBE COUNTY.

WILLIAM W. ORR being duly sworn, deposes and says:

That he is claimant against the City of Asheville, as set forth in the attached claim; that he has read the foregoing attached Notice of Claim and knows the contents thereof, and that the same is true of his own knowledge, except as to those matters stated therein on information and belief, and as to those matters he believes it to be true.

William W. Orr
Affiant

Sworn to and subscribed before me this the 23rd day of August, A. D., 1956.

My commission expires:
July 10, 1958
(Seal)

Lorita A. Coston
Notary Public - Buncombe
County, N. C.

As a matter of information the City Manager presented the Council members with a copy of the minutes of the last meeting of the Board of Directors of the Chamber of Commerce.

Councilman Algary moved that the Corporation Counsel prepare a resolution for consideration by the Council commending the Chamber of Commerce for its efforts to secure better highways in western North Carolina and for voting to employ a competent firm to make a survey of Chamber operations, and commending the Citizen-Times for recent publications enlightening the citizens on the highway situation, which motion was seconded by Councilman McRary and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, August 30, 1956 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, August 30, 1956, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, T. B. Sumner, C. E. Morgan, W. F. Algary, J. W. McRary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A report was received from the Planning and Zoning Commission on the proposed revision of the present zoning ordinance, and Mr. Anthony Redmond, secretary of the commission, was present to explain the major changes.

Following a discussion, Councilman Morgan moved that this report be referred to the Planning and Zoning Commission for public hearings and recommendations, which motion was seconded by Councilman Mulvaney and unanimously adopted.

August 30, 1956

To the Honorable Members of the City Council
Asheville, North Carolina.

Gentlemen:

Pursuant to your authorization of February 11th, 1954, a Committee of the City of Asheville Planning and Zoning Commission, in cooperation with the City Manager and City Building Inspector, has pursued the study of the present zoning ordinance looking toward possible revisions in view of changing conditions. As a result of this study the Planning and Zoning Commission would propose the amendment of the present ordinance in order to effect certain changes which the Commission feels will make the ordinance more workable from an administrative standpoint and make it less restrictive on the use of property in the City of Asheville.

The results of this study are presented to you in the form of a mimeograph of suggested changes in the zoning ordinance and the zoning map.

The Commission will appreciate your comments with respect to this report and also your further instructions.

For your information, the Commission wishes to advise that it stands ready to conduct preliminary public hearings and meetings with respect to the proposed changes if it is your desire that the Commission do so.

Respectfully yours,

S/ Anthony Redmond
Secretary, City of Asheville
Planning and Zoning Commission

Councilman Algary introduced a resolution commending Asheville Chamber of Commerce and Asheville Citizen-Times newspaper, which was, upon motion of Councilman Algary, seconded by Councilman McRary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 340.

This being the date set by the Council to consider the extension of the corporate limits of the City of Asheville to include certain territory, all of the owners of property in said territory having petitioned for annexation, and notice having been published as required by law, Councilman Morgan introduced Ordinance No. [illegible], being "AN ORDINANCE EXTENDING CORPORATE LIMITS OF THE CITY OF ASHEVILLE BY ANNEXING CERTAIN PROPERTY", which was, upon motion of Councilman Morgan, seconded by Councilman Mulvaney, unanimously passed on its first reading with the following vote:

Councilman McRary voted "aye"
Councilman Mulvaney voted "aye"
Councilman Algary voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, September 6, 1956 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, September 6, 1956, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, T. B. Sumner, R. I. Presley, J. W. McRary, C. E. Morgan, W. F. Algary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Mr. Shelby Horton, attorney for H. C. Pfalzgraf, Jr., presented a claim for damages to the property of H. C. Pfalzgraf, Jr., which was referred to the City Manager.

September 1, 1956

TO: The Honorable Mayor and Members of the
City Council of The City of Asheville

Dear Sirs:

This is to inform you that I am advised, informed and believe that as a result of failure on the part of employees of the City of Asheville to connect the sewer lines along Providence Road in West Asheville, North Carolina water has accumulated over a period of time underneath my house and has caused extensive damage to my floors.

The points mentioned as not having been connected are located in front of No. 53 Providence Road.

Since the fact was brought to the attention of the City Manager, the said points have been connected and there has been absolutely no dampness problem except that which extended from the time when the problem did exist underneath and around my said house.

I would appreciate your rectifying this situation by providing me with repaired or replaced floors.

I am very much for your kind attention to this matter.

Respectfully yours,

S/ H. C. Pfalzgraf, Jr.
H. C. Pfalzgraf, Jr.

Ordinance No. 393, being "AN ORDINANCE EXTENDING CORPORATE LIMITS OF THE CITY OF ASHEVILLE BY ANNEXING CERTAIN PROPERTY", was, upon motion of Councilman Morgan, seconded by Councilman Mulvaney, unanimously passed on its second reading with the following vote:

Councilman Sumner voted "aye" — Councilman Presley voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Algary voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

Mr. J. L. Horner of the American Business Club and Chairman of the Little League Baseball Committee, and Mr. E. L. Shelton, Little League organizer, appeared before the Council and requested assistance in continuing this program, including erection of bleachers, lights for playing fields, wire fences, partial dugouts, a full-time grounds keeper, storage space for equipment, blanket-type insurance, cost of umpires, and co-sponsorship under the city Recreation Department.

Following a discussion, Councilman Sumner moved that the City accept co-sponsorship of this program, and authorized the City Manager to consult on the improvements requested, which motion was seconded by Councilman Mulvaney and unanimously adopted.

The City Manager presented the audit for the City of Asheville for the period ending June 30, 1956.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, September 13, 1956 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, September 13, 1956, at 4:00 o'clock P. M. with Mayor T. W. Eller presiding. Present: Councilmen C. E. Morgan, W. F. Algary, T. B. Sumner, R. I. Presley, J. W. McRary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and aporoved.

A communication was received from Roy J. Worthington thanking the Council for their support of Little League Baseball.

Ordinance No. 393, being "AN ORDINANCE EXTENDING CORPORATE LIMITS OF THE CITY OF ASHEVILLE BY ANNEXING CERTAIN PROPERTY", was, upon motion of Councilman Morgan, seconded by Councilman Mulvaney, unanimously passed on its third and final reading with the following vote:

Councilman McRary voted "aye" — Councilman Sumner voted "aye"
Councilman Presley voted "aye" — Councilman Morgan voted "aye"
Councilman Algary voted "aye" — Mayor Eller voted "aye"

o ORDINANCE NO. 393

AN ORDINANCE EXTENDING CORPORATE LIMITS OF THE CITY OF ASHEVILLE BY ANNEXING CERTAIN PROPERTY

WHEREAS, all the owners of all the property hereinafter described and annexed to the City of Asheville have signed a petition requesting the governing body of the City of Asheville to annex such territory, which petition is on file in the office of the City Clerk of the City of Asheville; and

WHEREAS, such territory is a tract of land contiguous to the existing corporate limits; and

WHEREAS, public notice has been given by publication once a week for four successive weeks in a newspaper in Buncombe County with a general circulation in the City of Asheville describing by metes and bounds the territory to be annexed, thus notifying the owner or owners of the property located in such territory that a session of the legislative body of the City of Asheville will meet on August 30, 1956 for the purpose of considering the annexation of such territory to the City of Asheville, a municipality of North Carolina; and

WHEREAS, after due consideration the Council of the City of Asheville is of the opinion that it should adopt an ordinance extending the corporate limits of the City of Asheville by annexing thereto the tract or tracts of land hereinafter described; and

WHEREAS, Article 36 of Chapter 160 of the General Statutes of the State of North Carolina provides the authority and procedure for the extension of corporate limits such as herein made;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the corporate limits of the City of Asheville be and are hereby extended and enlarged thereby annexing the territory and property described as follows:

In Buncombe County, North Carolina, BEGINNING at a concrete monument in an existing corner of the existing corporate limits of the City of Asheville, and said beginning point also being the northeastern corner of that tract of land described on plat recorded in the office of the Register of Deeds for Buncombe County, North Carolina in book 29 at page 79, and runs thence north 85 deg. west 1107.7 feet to an iron pipe in the northwestern corner of said property shown on said plat recorded in said Book 29 at page 79; runs thence South 3 deg. 51' west 785 feet to a stake in the northwestern corner of said property shown on said plat recorded in plat book 29 at page 79; runs thence south 88 deg. 30 east 604.5 feet to a concrete monument in a corner of the existing corporate limits of the City of Asheville and the southeastern corner of said property shown on said plat recorded in plat book 29 at page 79; thence running with said existing corporate limit line of the City of Asheville north 38 deg. 15' east 891.2 feet to the place of BEGINNING, containing 14.9 acres, more or less, and being the same property described by metes and bounds on the plat of the Mary Mascari property by R. J. Martin, Registered Licensed Surveyor, dated June, 1955, and recorded in the office of the Register of Deeds for Buncombe County in plat book 29 at page 79, reference to which said plat is hereby made for greater certainty of description. Said property being the same property designated as Lots 9, 10 and 10½, as shown on Sheet 21 of Reaverdam Ward on the tax maps of Buncombe County.

Section 2. That from and after the effective date of this ordinance the territory herein annexed and the citizens and property shall be subject to all debts, laws, ordinances, and regulations in force in the City of Asheville, and shall be entitled to the same provisions and benefits as other parts of the City of Asheville, and the said annexed territory shall be subject to municipal taxes levied for the fiscal year following the effective date of this annexation.

Section 3. That upon the effective date of this ordinance that a survey and accurate map of such annexed territory, together with a copy of this ordinance duly certified, be recorded in the office of the Register of Deeds of Buncombe County, North Carolina and in the office of the Secretary of State of North Carolina.

Section 4. That this ordinance shall become effective fifteen days from date of final passage.

I move the adoption of the foregoing ordinance, this 30 day of August, 1956.

C. E. Morgan
COUNCILMAN

SECONDED BY: Frank Mulvaney
COUNCILMAN

Read, approved and adopted, this 13 day of September, 1956, to become effective 15 days from date, to-wit: 1956.

T. W. Eller
MAYOR

ATTESTED AS TO FORM:

Robt. W. Wells
CORPORATION COUNSEL

Margaret Simmons
CITY CLERK

Councilman Presley introduced a resolution authorizing the City Manager to advertise certain property belonging to the City of Asheville to be sold at public auction, which was, upon motion of Councilman Presley, seconded by Councilman Sumner, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 341.

The City Manager presented the annual audit of the Sinking Fund Commission for Buncombe County for the period ending June 30, 1956.

The City Manager presented the statement showing the budget position of the City for the period ending August 31, 1956.

There being no further business, the meeting was upon motion adjourned.

Margaret Simmons
CITY CLERK

Thursday, September 20, 1956 - 4:00 o'clock P. M.

Mayor T. W. Eller presiding. The City Council met in regular session Thursday, September 20, 1956, at 4:00 o'clock P. M. with Presley, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Councilman McRary introduced a resolution authorizing Mayor to execute deed to William J. Carter and wife, Louise S. Carter, which was, upon motion of Councilman McRary, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 342.

[illegible] September, 1956, by and between the CITY OF ASHEVILLE, [illegible] laws of the State of North Carolina, party of the first part, and [illegible], parties of the second part;

WITNESSETH:

[illegible] Council of the City of Asheville on August 2, 1956 the property [illegible] sale; and

[illegible] the property was sold at the Court House door of Buncombe [illegible] September, 1956, at which time William J. Carter became the last [illegible]; and

[illegible] the law in regard to said sale having been complied with; and

[illegible] Council of the City of Asheville on the 20 day of September, 1956 passed a resolution [illegible] the sale and conveyance of said property to William J. Carter and wife, Louise S. Carter, [illegible] $1100.00;

NOW, THEREFORE, for and in consideration of the sum of $1100.00 paid to the party of the first part by the [illegible] said sum, the receipt of which is hereby acknowledged, the said party of the first part has [illegible] sold, and by these presents does bargain, sell, convey and confirm unto the said parties of the second part, their heirs and assigns, all its right, title and interest in and to the following described [illegible] situated in the City of Asheville, County of Buncombe, State of North Carolina, and bounded and more particularly described as follows:

Being Lots 1, 2 and 3A as shown on a plat recorded in deed book 71 at page 474 in the office of the Register of Deeds for Buncombe County, North Carolina, and being the same property as described in deeds to the City of Asheville dated May 13, 1913 and dated October 6, 1917, and recorded in deed book 183 at page 326 and deed book 252 at page 181, records of the Buncombe County records, reference to which said plat and deeds is hereby made for greater certainty of description; and subject to the existing right-of-way for Roberts Street. Said property being the same property designated on the Buncombe County and City of Asheville tax maps as Lot 106, Sheet 14, Parcel 1. A portion of said property being subject to lease dated September 1, 1953 from the City of Asheville to William J. Carter, which said lease is on file in the office of the City Clerk of the City of Asheville.

Subject to any and all leases and annual taxes thereon, if any; and subject to any rights or easements thereon [illegible] utilities.

TO HAVE AND TO HOLD the above described land and premises, together with all the rights and appurtenances thereto belonging or in anywise appertaining, unto the said parties of the second part, their heirs and assigns, to their only use and behoof of them and their said heirs and assigns forever.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed, this the day and year first above written.

ATTEST:

CITY OF ASHEVILLE

Margaret Simmons
City Clerk

By E. W. Eller
Mayor

(Seal)

State of North Carolina,
County of Buncombe.

This 20 day of September, 1956, personally appeared before me, a Notary Public, in and for the County of Buncombe, State of North Carolina, E. W. ELLER, who, being by me duly sworn, says that he is Mayor of the City of Asheville, that the seal affixed to the foregoing and annexed deed is the corporate seal of said corporation, and that said instrument was signed and sealed by him, in behalf of said corporation by authority duly given, and that he, the said E. W. Eller acknowledged said writing to be the act and deed of said corporation.

WITNESS my hand and notarial seal, this the day and year first above written.

My commission expires:
Dec. 16, 1956
(Seal)

Lillian Ducker
Notary Public

State of North Carolina,
County of Buncombe.

The foregoing certificate, namely of _____, a Notary Public of the State and County [illegible] is adjudged to be correct. Let the instrument and the certificate be registered.

This ____ day of _____, 1956.

Filed for registration this ____ day of _____, 1956, at _____ M.

Deputy Clerk Superior Court,
Buncombe County, N. C.

Register of Deeds

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, September 27, 1956 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, September 27, 1956, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, R. I. Presley, F. M. Mulvaney, J. W. McRary, [illegible] Sumner, W. F. Algary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Councilman Presley introduced a resolution authorizing Mayor to execute lease to B. V. Hedrick Gravel and Sand Company for quarrying purposes, which was, upon motion of Councilman Presley, seconded by Councilman Algary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 343.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

LEASE AGREEMENT

THIS LEASE AGREEMENT. Made and entered into this 25th day of September, 1956, by and between the CITY OF ASHEVILLE, North Carolina, a municipal corporation created and existing under and by virtue of the laws of the State of North Carolina, hereinafter called "Lessor", and B. V. HEDRICK GRAVEL AND SAND COMPANY, a North Carolina corporation hereinafter called "Lessee",

WITNESSETH:

1. That for and in consideration of the sum of Three Thousand ($3,000.00) Dollars to it in hand paid, the receipt of which is hereby acknowledged, the Lessor does hereby let and lease to the Lessee the sole and exclusive right and privilege to search, examine, and mine, quarry and remove from the property hereinafter described by blasting or otherwise such deposits of rock, stone, sand, soil, and clay as may exist in or under said property hereinafter described, (it being understood that all metals and minerals of value other than granite rock or ordinary rock and sand shall belong to and remain the property of the Lessor) with the full and exclusive right, privilege and option of the Lessee to construct, operate and maintain such quarrying, washing, crushing and other plants, machinery, appliances, settling basins, dams, power lines, telephone wires, roads and railway spur lines, etc. and/or any other desirable facility on said property hereinafter described as may be necessary or advisable to prepare, refine and remove said deposits of rock, stone, sand, soil, screenings, and clay from said property hereinafter described, including the right to construct and operate bituminous mixing plants, concrete batching plants, and any other kind of plant pertaining to the sale of crushed stone, in, upon or under the following tract or parcel of land, situated, lying and being in the County of Buncombe, State of North Carolina, and generally located downstream from the City of Asheville new North Fork impounding dam and reservoir, and more particularly bounded and described as follows:

BEGINNING at a stake in a branch about 100 feet North of the North fork of the Swannanoa River in Berry Burnett's [illegible] line; thence North 73 deg. 59' East, 614.6 feet to a Sycamore on the East bank of the North fork; thence South [illegible] deg. 46' East, 19 feet to a Sycamore; thence North 72 deg. 28' East, 298.96 feet to three Maples; thence South 58 deg. 52' East, 189.8 feet to a Chestnut; thence South 40 deg. 10' East, 287.46 feet to a Dogwood; thence South 17 deg. [illegible] West, 118.2 feet to a fence stake; thence North 70 deg. 58' East, 1122.2 feet to the junction of three fences; thence North 20 deg. 10' East, 137.46 feet to a fence corner; thence South 57 deg. 52' East 94.2 feet to a Poplar; thence North 57 deg. 5' East, 457.13 feet to a fence corner; thence North 6 deg. 34' West, 221.9 feet to a Spanish Oak; thence North 8 deg. 26' East 1149.8 feet to three Chestnuts; thence North 15 deg. 9' East, 1487.1 feet to a Beech, J. L. Burnett's Northwest corner; thence North 40 deg. 3' West, 109.82 feet to a rock, corner in B. F. Burnett's line; thence with B. F. Burnett's line North 39 deg. 48' West, 330 feet to a Maple Stump on the West branch of the North fork; thence North 19 deg. 42' West, 950 feet to a White Walnut, corner in the McAfee line; thence with the McAfee line South 43 deg. 18' West, 399 feet to a Black Gum; thence North 61 deg. 4' West, 928 feet to a Chestnut stump, [illegible] Walker's Southeast corner; thence with Walker's Line, North 58 deg. 38' West, 490 feet to a Chestnut stump, [illegible] Carroll's corner; thence with Carroll's line, South 35 deg. 8' West, 3,283 feet to a Chestnut Oak on Big Cliff Ridge; thence South 28 deg. 2' West, 566.7 feet to a stake; thence with Berry Burnett's line South 85 deg. 5' East, [illegible] feet to a stake; thence continuing with Berry Burnett's line South 4 deg. 55' West, 1670.9 feet to the point of BEGINNING, containing 302.95 acres, more or less.

EXCEPTING therefrom a strip of land 200 feet in width and extending for the entire length of the presently existing two 16 inch water pipe lines (parallel to each other), said strip being 100 feet wide on either side of a center line between said two pipe lines.

AND FURTHER EXCEPTING therefrom all of the portion thereof lying generally north of a line across said property, which line is located at all times 1,000 feet generally south and downstream from and parallel to the toe of the new North Fork Dam as it consists of the main dam itself, the saddle dam and the mountain lying between said main dam and saddle dam.

2. It is agreed that Lessee shall have the right to remove the timber from the tract of land hereinbefore described in order to clear said land in preparation for its quarrying operation, provided, however, that Lessee shall give a notice to Lessor of its intention to clear a certain designated portion or all of the land hereinbefore described in preparation for its quarrying operation six months in advance of the time it intends to begin such clearing, and that the Lessor shall then have the right to remove or cause to be removed all timber from the designated area during said six months period, but not thereafter. Lessee agrees that in clearing said land in preparation for its quarrying operations that it will dispose of or remove from said land all stumps, debris, rubbish, unusable timber or trees and other materials not necessary for its operations under this lease.

3. This lease shall commence upon the execution of this instrument and shall expire twenty-five years after the date of execution or upon depletion of the mineral deposits by the Lessee to the point where it is no longer economically feasible to use said property in the Lessee's quarrying operation.

4. That upon the termination of this lease, for any reason, the Lessee shall have the right to remove all the aforesaid structures, plants, appliances, rails, ties and other equipment belonging to the Lessee from said land during the existence of the Lease or within sixty days after the expiration or cancellation of this Lease as provided herein. The Lessee shall have the further right to remove all stock piles of processed stone from said land within a period of six months after the termination of the lease and will pay therefore the per ton royalty then in effect; provided, however, that any rent, royalties, or other monies due the Lessor under the provisions of this lease and owing to the Lessor at the time of the cancellation of termination of this lease shall be a lien on all the plant, structures, machinery and equipment of the Lessee and said plant, structures, machinery and equipment shall not be removed from said land until said lien shall have been satisfied in full. In order to satisfy any lien which the Lessor may have on the plant, structure, machinery, and equipment of the Lessee, it shall utilize the procedure provided by the law of North Carolina for the satisfaction of liens under chattel mortgages.

5. The Lessee is entitled to the sole and exclusive rights and privileges hereinbefore described, and agrees to pay therefor the following rentals and royalties:

(a) The sum of Three Thousand ($3,000) dollars per year, payable in advance on or before the 30th day of September of each year, except that no minimum payment shall be required for the first year. Although it is understood that Lessee will require twelve months preparation before operations can commence on said land, it is also understood that in event operations do commence within said first twelve months period that the five

cents per ton royalty hereinafter referred to shall be paid for the rock, stone, sand, screenings, soil and clay removed from said land within said twelve months period. The payment of Three Thousand Dollars per year shall be a minimum royalty or rental, and shall be credited against the per ton royalty provided in par. 5 (b) following.

(b) The sum of five (0.05) cents per ton of two thousand (2,000) pounds of rock, stone, sand, screenings, soil and clay removed from said premises. The said royalty of five (0.05) cents per ton is payable on or before the 10th day of the fourth month following the removal of said items from the said land.

It is understood that in computing the rentals and royalties, each year shall stand alone and be considered separately.

(c) It is understood and agreed that the Three Thousand ($3,000) Dollars paid to the Lessor upon the execution of this lease shall be applied as payment in full toward the second years minimum rental, and that this payment constitutes payment in advance for the second year of said lease.

6. The Lessee agrees to pay all rentals and royalties due to the Lessor to the CITY OF ASHEVILLE, Asheville, North Carolina, or to any other person designated in writing by the Lessor.

7. The Lessee agrees that on or before the 20th day of each month it shall furnish the Lessor with a report of all materials removed from said land during the preceding month and agrees that the books and all other records of the Lessee shall be accessible to Lessor, or its authorized agents, for the purpose of computing the output and sale of rock, stone, sand, screenings, soil, and clay. Lessor and its authorized agents shall also have access to quarries and pits at all times for the purpose of inspecting same and for the further purpose of comparison of quantities of rock removed from said land for commercial purposes.

8. It is agreed that Lessee shall conduct its operations under this lease as an independent contractor. The Lessee shall assume all responsibility for and save the Lessors harmless from any and all liability for any injuries to any person or damage to any property which might arise out of the Lessee's operations or use hereunder or use of the rights of way or easements described herein.

9. The Lessee agrees that at all times when this lease agreement is in effect, and both before the lease agreement is executed and after its termination (that is, when Lessee is performing any functions upon the premises), the Lessee shall be insured by reputable insurance companies by policies which contain:

(a) Comprehensive General Liability which shall insure as follows:

1.. $50/100,000 Bodily Injury.
This policy shall provide coverage as follows:

"To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any person and caused by any occurrence."

2. $25,000 Property Damage.
This policy shall provide coverage as follows:

"To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury to or destruction of property, including the loss of use thereof sustained by any person and caused by any occurance."

3. The Lessee shall have an endorsement made a part of its Comprehensive General Liability insurance policy which provides for blanket contractual coverage in the following language:

"It is agreed that such insurance as is afforded by the policy with respect to the liability assumed by the insured under contract of lease made in the course of business of the named insured under which the named insured agrees to indemnify or hold harmless, any person, firm or corporation, applies also to this lease agreement."

(b) The terms and provisions of the aforesaid insurance policy or policies are incorporated by reference herein.

(c) The insurance policy or policies shall provide that the Lessor shall be given thirty (30) days written notice by the insurance carrier prior to cancellation.

10. In the event the Lessee shall fail to maintain said insurance policies in effect, the Lessor shall have the privilege of making any necessary premium payments or contracting with an insurance company for the coverage described in paragraph nine, and charging the Lessee for any premium payments that are made.

11. During the term of this lease Lessee shall pay all taxes upon any and all buildings, improvements and equipment erected by Lessee on said land.

12. Lessee shall not assign this lease or sub-let any part thereof without the prior written consent of the City Manager of the City of Asheville, which said written consent shall not be arbitrarily withheld.

13. In the event the Lessee fails to pay the agreed rentals or royalties by the time specified in paragraph five, the Lessor or its authorized agent may send a registered letter to the Lessee addressed to it at P. O. Box 1840, Salisbury, N. C., notifying it of the default. If the rentals or royalties are not received within thirty days after the receipt of said registered letter, the Lessor shall have the option of declaring this lease terminated.

14. At the end of the first twelve (12) months operation, the Lessee shall compute the gross sales of all crushed rock and sand sold during that 12 months period and shall divide said gross sales by the total tonnage of crushed rock and sand sold during the year. The quotient shall serve as the base price and be used for the following purposes:

(a) In each succeeding year, the gross sales of all crushed rock and sand sold during that year shall be computed and divided by the total tonnage of crushed rock and sand sold during the year. If the quotient figure exceeds the base price, the percentage increase shall be computed.

(b) The percentage increase, if any, shall be multiplied by five cents (0.05) and the product added to five cents (0.05). The resulting total shall be multiplied by the total tonnage of rock, stone,

sand, screenings, soil, and clay removed from the premises during the applicable year and to the extent this figure exceeds the total rentals and royalties paid during and for that year the Lessee shall pay the difference as additional royalties and rentals.

15. This lease may be terminated by the Lessor under the following circumstances:

(a) For the default in payment of any rentals or royalties, as provided in this lease, and for the breach of any covenant or agreement on the part of Lessee. Except as otherwise provided, the Lessor shall give 30 days written notice of its intention to terminate this lease within which time the Lessee shall have the privilege of rectifying any breach under this lease.

(b) Upon the institution of any bankruptcy or receivership proceedings by or against the Lessee, from any assignment for the benefit of creditors, composition for creditors, or other insolvency proceeding.

16. The lessee shall at all times open, use, and work the premises in such manner only as is usual and customary in operations of a similar character.

17. This lease shall be binding upon and inur to the benefit of the parties hereto, their successors and assigns. No change in the ownership of the land shall in any way operate to defeat or change the terms and covenants of this lease.

IN WITNESS WHEREOF, the City of Asheville, North Carolina, has caused this lease agreement to be signed by its Mayor, attested by its Clerk, and its corporate seal to be hereto affixed as duly authorized by its City Council on the day and year first above written, and B. V. Hedrick Gravel and Sand Company has caused this agreement to be signed by its President, attested by its Secretary, and its corporate seal to be hereto affixed all by authority of its Board of Directors.

CITY OF ASHEVILLE, NORTH CAROLINA,

ATTEST:

Margaret Simmons
City Clerk

By E. W. Eller
Mayor

(Seal)

ATTEST:

Alma H. Brady
Secretary

B. V. HEDRICK GRAVEL AND SAID COMPANY,

By Daisy H. Hedrick
President

(Seal)

STATE OF NORTH CAROLINA,)
COUNTY OF BUNCOMBE.)

This 27 day of September, 1956, personally appeared before me, Lillian Ducker, a Notary Public in and for the County and State aforesaid Margaret Simmons, who, being by me duly sworn, says that she knows the common seal of the City of Asheville, and is acquainted with E. W. Eller, who is Mayor of the City of Asheville, and that she, the said Margaret Simmons, is City Clerk and saw the said Mayor sign the foregoing lease agreement and saw the common seal of the City of Asheville affixed to said instrument by the Mayor, and that she, the said Margaret Simmons signed her name in attestation of the execution of said lease agreement in the presence of the Mayor of the City of Asheville, North Carolina.

My commission expires:
Dec. 16, 1956 (Seal)

Lillian Ducker
Notary Public

SOUTH CAROLINA,)
HENAN COUNTY.)

I, C. C. Belk, a Notary Public of said County and State, certify that Alma H. Brady personally came before me this day and acknowledged that she is Secretary of B. V. Hedrick Gravel and Sand Company and that by authority duly given and as act of the Corporation, the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by herself as its Secretary.

WITNESS my hand and official seal, this 25 day of September, 1956.

My commission expires:
February 3, 1957
(Seal)

C. C. Belk
Notary Public

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, October 4, 1956 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, October 4, 1956, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen T. B. Sumner, J. W. McRary, W. F. Algary, C. E. Morgan, F. M. Shivaney, R. I. Presley, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A communication was received from the Planning and Zoning Commission advising that public hearings had been held on proposed revisions of the Zoning Ordinance and Zoning Map, and recommending to the City Council that the proposed revisions as attached be enacted into an ordinance amending the Zoning Ordinance and Zoning Map.

The City Manager stated that it is noted that the proposed changes in the zoning ordinance as recommended by the Commission rezone certain residential areas to commercial districts, and that new residences are prohibited in such districts, and that there have been protests from certain areas, and it seems that a need for close-in apartment building and motor courts can be met if the Zoning Commission report were modified to allow apartment buildings and motor courts in business and commercial districts, provided such apartment buildings and motor courts are constructed in accordance with the City and State Building Code, and suggested that the new zoning recommendations be again referred to the Commission for its study and recommendation in regard to allowing apartment buildings and motor courts in business and commercial districts.

Following a discussion, Councilman Presley moved that the new zoning recommendations prepared by the Zoning Commission be again referred to the Commission for its study and recommendation in regard to allowing apartment buildings and motor courts in business and commercial districts, which motion was seconded by Councilman Sumner and unanimously adopted.

The City Manager presented the statement showing the budget position of the city for the period ending September 30, 1956.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, October 11, 1956 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, October 11, 1956, at 4:00 o'clock P. M. with Mayor E. V. Eller presiding. Present: Councilmen T. B. Sumner, C. E. Morgan, W. F. Algary, F. M. Mulvaney, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A communication was received from the Planning and Zoning Commission recommending that, in view of protests of property owners affected, certain lots on Grove Street be left in the districts in which they are now zoned rather than rezone them to Commercial as formerly recommended.

October 10, 1956

The Honorable Mayor and Members
Asheville City Council
City Building
Asheville, N. C.

Gentlemen:

At a meeting of the City of Asheville Planning and Zoning Commission held October 9th the Commission voted unanimously to amend its recommendation made made to the City Council with respect to the Zoning Ordinance, in view of the protests of property owners affected. The following lots are to be left in the districts in which they are now zoned rather than rezone them to Commercial as was recommended to City Council in the rewrite of the Zoning Ordinance, being lots shown on the Buncombe County and City of Asheville Tax Maps Sheet 2, Ward 4 and enumerated as follows: Lots 16, 18, 20, that portion of 23 which was zoned residential, 24, 25, 26, 30, 39½, 39, 41, 43, 44, 45, the alley between Lots 44 and 45 having no number, 47 and 49.

Very truly yours,

S/ Anthony Redmond
Anthony Redmond,
Secretary

AR:ls

A further communication was received from the Planning and Zoning Commission recommending that the construction of apartment houses and motor courts in commercial and business districts be permitted, and further recommending that the proposed revisions of the Zoning Ordinance and Zoning Map as attached be enacted into an ordinance amending the Zoning Ordinance and Zoning Map.

October 11th, 1956

To the Honorable Mayor and Members of the City Council
City of Asheville
Asheville, North Carolina.

Gentlemen:

The City of Asheville Planning and Zoning Commission held a special meeting on Tuesday, October 9th, 1956, at which it gave consideration to the matter of permitting the construction of apartment houses and motor courts in commercial and business districts. The Commission being unanimously in favor of providing such uses has re-written Section 18 of its proposed amendment to the Zoning Ordinance.

In another communication the Commission has advised that it has changed its recommendation with regard to the rezoning of certain lots on Grove Street.

The Commission now feels that the proposed ordinance amending the Zoning Ordinance hereto attached is now in such form as will meet, in the opinion of the Commission, with the approval of the majority of the citizens of the community and, therefore, recommends that the same be enacted.

Respectfully yours,

S/ Anthony Redmond
Anthony Redmond, Secretary
City of Asheville Planning
and Zoning Commission.

Upon motion of Councilman Morgan, seconded by Councilman Mulvaney, the above recommendations of the Planning and Zoning Commission were accepted by the Council, and the Corporation Counsel was instructed to prepare an ordinance complying with said recommendations to be placed before the Council, and to give notice and publication of a public hearing to be held on same on November 1, 1956.

Councilman Sumner introduced a resolution authorizing Mayor to execute agreement amending lease from City of Asheville to Ingle Transfer & Storage Company, which was, upon motion of Councilman Sumner, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 344.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS AGREEMENT, made and entered into this 12 day of October, 1956, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, party of the first part, and INGLE TRANSFER & STORAGE COMPANY, party of the second part;

W I T N E S S E T H:

THAT WHEREAS, on the 30th day of June, 1955 the parties hereto entered into a certain lease which is recorded in the Minutes of the Proceedings of the Council of the City of Asheville, and which is on file in the office of the City Clerk of the City of Asheville, whereby the Lessor leased to the Lessee for a term expiring July 1, 1958 the premises known and described as the basement floor of the Municipal Building of the City of Asheville, exclusive of utility facilities necessary for the operation of said building; and

WHEREAS, the parties have agreed to delete from said premises the western portion of said premises consisting of approximately one-half of the area thereof, and to reduce the rental by one-half;

NOW, THEREFORE, it is mutually agreed that the premises described in the lease above referred to are hereby reduced by approximately one-half, and that there is hereby leased unto the said Lessee the eastern portion of said basement floor of the Municipal Building in the City of Asheville, as described and shown as cross-hatched in green on the map or plat, exclusive of city storage space shown thereon, No. 14-50 on file in the office of the City Engineer of the City of Asheville, a copy of which map or plat is attached hereto, for a period expiring July 1, 1958 and for a rental of $137.50 per month, payable in advance on the first day of each and every month during the period of this lease; and that all the terms, conditions and covenants set forth in the above described lease apply to the premises herein leased as fully as if set forth herein, and that, in addition to the terms of said above described lease, Lessee shall have the option to terminate this lease and agreement at any time during its term upon giving five days' notice to Lessor of its intention so to do.

IN WITNESS WHEREOF, the CITY OF ASHEVILLE, party of the first part, has caused these presents to be signed in its name by the Mayor, duly authorized by resolution of the governing body of the City of Asheville, same attested by its City Clerk; and the party of the second part has caused these presents to be signed by its duly authorized officer, this the day and year first above written.

ATTEST:

CITY OF ASHEVILLE

Margaret Simmons
CITY CLERK

By E. V. Eller
MAYOR

(Seal)

Councilman Morgan introduced a resolution authorizing Mayor to enter into lease with Asheville School Board for space in City Hall Building and basement of Municipal Building, which was, upon motion of Councilman Morgan, seconded by Councilman Algary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 345.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

THIS LEASE, Made this the 1st day of October, 1956, by and between CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter referred to as Lessor, and ASHEVILLE SCHOOL BOARD, a legal entity existing under and by virtue of the laws of the State of North Carolina, of Buncombe County, hereinafter referred to as Lessee,

W I T N E S S E T H:

That for and in consideration of the sum of One Dollar and other good and valuable consideration in hand paid to the lessor by the lessee, and the further consideration of the releasing by the lessee to the lessor of all its right, title and interest in and to what is generally described as "Orange Street School Property", in the City of Asheville, and subject to the terms and conditions hereinafter set forth, lessor does hereby lease and let unto the lessee, and the lessee does hereby accept and hire the following described premises located in the City Hall Building and the Municipal Building, in the City of Asheville, as follows:

Space 1: Consisting of approximately 6687 square feet of storage space, and being the western portion (somewhat less than one-half) of the basement floor of the Municipal Building, and being Space 1 as shown on the map marked "Exhibit A" attached hereto and made a part hereof.

Together with the privilege of using a loading platform and the adjoining land owned by the lessor on the south side of the leased premises for the purpose of ingress and egress and loading and unloading and such other uses as may be needed in connection with the use of the leased premises.

Space 2: Consisting of approximately 9,143 square feet of storage space, and being the eastern portion (somewhat more than one-half) of the basement floor of the Municipal Building, and being Space 2 as shown on the map marked "Exhibit A" attached hereto and made a part hereof.

Together with the privilege of using a loading platform and the adjoining land owned by the lessor on the southeast side of the leased premises for the purpose of ingress and egress and loading and unloading and such other uses as may be needed in connection with the use of the leased premises.

Space 3: Consisting of the seventh floor of the City Hall building, which the lessee has heretofore been occupying under previous lease.

Space 4: To consist of either the eighth floor or the sixth floor of said City Hall building, whichever floor becomes available first by the expiration of leases of tenants now occupying said floors.

Space 5: That portion of the City Hall basement floor, as shown and delineated on map hereto attached and marked "Exhibit B", consisting of 2,226 square feet, and described on said map as "occupied by School Board."

TO HAVE AND TO HOLD said leased premises, together with all and singular the privileges and appurtenances thereunto belonging to it, the said lessee, its successors and assigns, for the term, and upon the conditions hereinafter set forth.

Section 1. This lease shall begin as of the date hereof, as to available premises or space, and shall exist and continue until the 31st day of August, 1981.

Section 2. Lessee accepts said premises in the physical condition in which the same now are, and lessor shall be under no obligation whatever to make any repairs or replacements to said premises during the term of this lease, except in the event of damage by fire, as hereinafter specifically provided.

Section 3. Lessee accepts the lighting, heating, plumbing and water facilities as the same now are, including elevator service, and the lessor shall be under no obligation whatever to provide any additional lighting, heating, plumbing or water facilities, or additional elevator service, but lessor shall pay for all lights, heat and water charges upon said demised premises, and shall continue to furnish the present elevator service.

Section 4. Lessor specifically reserves the right of access across the demised premises to its space reserved for storage hereinafter referred to, and to the electric control room, elevator shaft room, boiler room, and to such other spaces adjoining the demised-leased premises as may be or shall become necessary.

Section 5. Lessee may at any time during the term of this lease make such alterations, additions, or other improvements to the demised premises as it may elect, but subject to the prior approval of the City Manager of the City of Asheville. It is agreed that all such alterations, additions and improvements shall be and become a permanent part of the real estate, and as such the property of the lessor, but lessee may remove all shelving, counters, or other movable equipment belonging to it, which can be removed without injury to the demised premises and the building.

Section 6. If during the term of this lease, the demised premises are damaged by fire or other casualty in a minor degree, but not to such extent that it becomes necessary for lessee to abandon the use of the premises, lessor shall repair such damage as quickly as is reasonably possible; however, if said demised premises or the building in which same are located, be damaged to such an extent that it is necessary for lessee to abandon the use thereof, then, and in that event, this lease shall terminate as of the date of such damage; however, if the demised premises or the building in which same are located, be damaged to such an extent that it is necessary for lessee to abandon the use thereof, the lessor shall make all reasonable efforts to locate other comparable space for storage, for use of lessee, within the limits of lessor's authority, as a municipality so to do.

Section 7. Lessee specifically agrees that lessor shall not be liable in any respect for damage to the contents stored in the demised premises, due to fire or other casualty, theft, or any cause whatever.

Section 8. Lessee shall not assign this lease, or sublet any part of the demised premises without prior written consent of the City Manager of the City of Asheville.

Section 9. It is agreed, however, that that portion of the premises herein leased and described as "Space2", and that this lease and every part thereof as is applicable to said "Space 2", is made subject to the following conditions:

Said "Space 2" of the premises is now subject to a lease to Ingle Transfer & Storage Company, which by its terms will expire on the 1st day of July, 1958, and the lessor agrees that it will make every reasonable effort to obtain possession of said Space 2 of said premises on or before said date, but if for any reason lessor is unable to get possession by said July 1, 1958, the occupancy of said premises shall not begin until such possession is obtained by lessor.

It is further understood that Space 2, as herein described, contains a rectangular storage space 48 feet by 19.9 feet, which is presently being used for storage purposes by the lessor, and that lessor will give possession thereof to lessee at the same time possession is obtained from Ingle Transfer and Storage Company, for said Space 2.

It is further understood and agreed that any prior leases concerning Space 3, hereinbefore referred to, are hereby declared null and void, it being the intention and purpose of this lease to supplement and take the place of the prior lease dated May 29, 1952, between the parties herein, as is recorded in the Minute Dockets of the Proceedings of the Council of the City of Asheville.

IN WITNESS WHEREOF, the Lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed, and the City School Board has caused this instrument to be executed by its duly authorized officers, the day and year first above written.

ATTEST:

Margaret Simmons
City Clerk
(Seal)

CITY OF ASHEVILLE

By: E. W. Eller
Mayor

ATTEST:

E. C. Funderburk
Secretary

ASHEVILLE SCHOOL BOARD

By: Chas. G. Tennent
Chairman

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

On this the 11th day of October, 1956, personally appeared before me, a Notary Public of the above named County and State, E. W. ELLER, who, being by me duly sworn, says that he is Mayor of the City of Asheville, and that the seal affixed to the foregoing and annexed instrument is the corporate seal of said corporation, and that said instrument was signed and sealed by him in behalf of said corporation by authority duly given, and that said E. W. Eller acknowledged said writing to be the act and deed of said corporation.

Witness my hand and Notarial Seal, this the 11 day of October, 1956.

My commission expires:
Dec. 16, 1956
(Seal)

Lillian Bucker
Notary Public

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, S. M. Connor, a Notary Public of the above named County and State, do hereby certify that Earl C. Funderburk personally came before me this day and acknowledged that he is Secretary of the Asheville School Board, and that by authority duly given, and as the act of said Asheville School Board, the foregoing instrument was signed in its name by its Chairman, and attested by himself as its Secretary.

Witness my hand and Notarial Seal, this the 11 day of October, 1956.

My commission expires:
February 3, 1957
(Seal)

S. M. Connor
Notary Public

Councilman Mulvaney introduced a resolution authorizing agreement between James E. Ashe, Certified Public Accountant, and City of Asheville, which was, upon motion of Councilman Mulvaney, seconded by Councilman Algary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 346.

AGREEMENT, made this 9 day of October, 1956, in accordance with the requirements of the Public Laws of North Carolina, between JAMES E. ASHE (Accountant or Accountants) of Asheville, North Carolina hereinafter known as Party of the first Part, and CITY COUNCIL (Governing Body) of City of Asheville, North Carolina (Governmental Unit) North Carolina, hereinafter known as the Party of the Second Part.

1. IT IS AGREED that the Party of the First Part shall conduct an audit of the accounts and records pertaining to the following funds and/or divisions of the Party of the Second Part: General City Operating, Water Operating, Sinking Funds, Capital Funds, and Revolving Fund. for the period beginning July 1, 1956 and ending June 30, 1957 in accordance with the Standard Program of Audit Procedure attached hereto and made a part of this contract. (Authority for elimination or variations from the Standard Program of Audit Procedure must be obtained by the Governmental Unit from the Director of Local Government, in writing, before a contract is executed, and such eliminations, when approved by the Director of Local Government, must be stated hereunder with reference to the paragraph number designated in said Standard Program of Audit Procedure.)

2. Party of the First Part agrees that the services he has contracted to perform under this contract shall be rendered by or under the personal supervision of competent accountants who will faithfully perform their work with care and diligence and report all irregularities, omissions and discrepancies in the accounts of the Party of the Second Part.

3. It is understood and agreed that should unusual conditions arise whereby the services of the Party of the First Part are necessary beyond the extent of the work contemplated and required under the Standard Program of Audit Procedure, such unusual conditions shall be referred to the Party of the Second Part who shall instruct said Party of the First Part concerning such additional services, which shall be subject to the approval of the Director of Local Government.

4. The audit shall be started as soon after this contract is executed and approved as is agreeable to the Parties hereto and shall be completed and a written report thereon rendered within a reasonable time after the close of the fiscal period covered by this contract. One copy of said report shall be filed with the Director of Local Government.

5. In consideration of the faithful performance of the conditions covenants and undertakings herein set forth, the Party of the Second Part agrees to pay to the Party of the First Part upon approval by the Director of Local Government, a fee of Two Thousand Six Hundred ($2,600.00) Dollars

James E. Ashe, Certified Public Accountant
Party of the First Part

By James E. Ashe

City of Asheville
Party of the Second Part

By Weldon Weir
City Manager

Provision for the payment of the moneys to fall due under this agreement has been made by appropriation duly made or by bonds or notes duly authorized as required by the "County Fiscal Control Act, as amended".

County or Municipal Accountant
of Asheville, North Carolina

The City Manager reported to the Council that the Municipal Golf Course Club House had been destroyed by fire, and that he was now in process of negotiating with carriers of insurance for recovery on this loss. The City Manager further stated that without objection from the Council a temporary plan will be set up for operation of the course from a mobile house trailer until such time as the City Council determines the future of said golf course.

The City Manager furnished the members of the Council with a report of the functions of the city for the year 1955-56, and thanked the Asheville Citizen-Times Company for its splendid cooperation in making this report possible, and also thanked the city employees for their faithful services.

A petition signed by a number of residents on Haywood Street was presented to the Council, requesting that an inspection be made of certain properties on Haywood Street, and that the property owners be

compelled to improve properties to meet requirements of City Code, or that said properties be condemned.

The City Manager stated that this matter would be referred to the city Building Inspector's office for immediate attention.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, October 18, 1956 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, October 18, 1956, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, T. B. Sumner, R. I. Presley, J. W. McRary, City Manager Welton Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A letter was received from the Chamber of Commerce, enclosing a copy of the Harry J. Kruse Company report for each member of the Council, and advising the Council that the Board of Directors has adopted this report in principle as a basis for the development of an organizational structure and program of work.

Letters were received from a sixth grade class taught by Mrs. Isabel Clark at Eugene Rankin School congratulating the city on a recent special newspaper section devoted to city government.

A letter was received from Mr. Anthony Lord containing suggestions for more shade trees in the downtown area, and offering two trees as a gift to be planted in Pritchard Park. These trees were accepted with appreciation by the Council.

The City Manager advised the Council that, without objection by the Council, he would like to meet the semi-monthly payroll every two weeks instead of on the first and fifteen basis, which would give an additional month's pay period to each employee on the semi-monthly payroll, said change to become effective December 1, 1956. The City Manager stated that this increase could be met within the budget limits, and without an increase in the tax rate.

Councilman Sumner requested the City Manager to furnish a break-down of the players on the Municipal Golf Course.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, October 25, 1956 - 4:00 o'clock P.

The City Council met in regular session Thursday, October 25, 1956, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen R. I. Presley, T. B. Sumner, J. W. McRary, C. E. Morgan, W. E. Algary, City Manager Welton Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A letter was received from the Biltmore Men's Club expressing appreciation for the recent special newspaper section devoted to city government.

Councilman Morgan introduced a resolution authorizing Mayor to execute deed to Clarence E. Bell and wife, Grace Dexter Bell, which was, upon motion of Councilman Morgan, seconded by Councilman Presley, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 347.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS INDENTURE, made and entered into this 25 day of October, 1956, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, party of the first part, and CLARENCE E. BELL and wife, GRACE DEXTER BELL, parties of the second part;

WITNESSETH:

THAT WHEREAS, by resolution of the City Council of the City of Asheville on September 13, 19[illegible] the property hereinafter described was authorized to be sold at public sale; and

WHEREAS, after due and proper legal advertisement the property was sold at the Court House door of Buncombe County, North Carolina on the 15th day of October, 1956, at which time T. Carlisle Smith became the last and highest bidder as agent of Clarence E. Bell and wife, Grace Dexter Bell, in the amount of One Hundred and Twenty-five ($125.00) Dollars, and asked that if said bid is accepted that quit-claim deed be made to Clarence E. Bell and wife, Grace Dexter Bell; and

WHEREAS, the provisions of the law in regard to said sale having been complied with; and

WHEREAS, the City Council of the City of Asheville on the 25th day of October, 1956 passed a resolution authorizing and directing the sale and conveyance of said property to Clarence E. Bell and wife, Grace Dexter Bell, for the sum of $125.00;

NOW, THEREFORE, for and in consideration of the sum of $125.00 paid to the party of the first part by the parties of the second part, the receipt of which is hereby acknowledged, the said party of the first part has bargained, sold, conveyed and confirmed, and by these presents does bargain, sell, convey and confirm unto the said parties of the second part, their heirs and assigns, all its right, title and interest in and to the following described property located in the City of Asheville, County of Buncombe, State of North Carolina, and bounded and more particularly described as follows:

being Lot 29 as shown upon a plat recorded in book 14 at page 20 in the office of the Register of Deeds for Buncombe County, and being the same property described in a deed from Carl T. Gossett to City of Asheville by deed dated March 2, 1928, recorded in the office of the Register of Deeds for Buncombe County in book 389 at page 514; and being the same property designated on the Buncombe County and City of Asheville tax maps as Lot 265, Sheet 9, Ward 5.

Subject to any and all lawful and unpaid taxes thereon, if any; and subject to any rights or easements thereon for public utilities and public streets.

TO HAVE AND TO HOLD the above described land and premises, together with all the rights and appurtenances thereunto belonging or in any wise appertaining, unto the said parties of the second part, their heirs and assigns, to the only use and behoof of them and their said heirs and assigns forever.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed, this the day and year first above written.

ATTEST:

Margaret Simmons
(Seal) City Clerk

CITY OF ASHEVILLE

By E. W. Eller
Mayor

State of North Carolina,
County of Buncombe.

This 25 day of October, 1956, personally appeared before me, a Notary Public, in and for the County of Buncombe, State of North Carolina, E. W. ELLER, who, being by me duly sworn, says that he is Mayor of the City of Asheville, and that the seal affixed to the foregoing and annexed deed is the corporate seal of said corporation, and that said instrument was signed and sealed by him, in behalf of said corporation by authority duly given, and the said E. W. Eller acknowledged said writing to be the act and deed of said corporation.

WITNESS my hand and Notarial Seal, this the day and year first above written.

My commission expires:
Dec. 16, 1956
(Seal)

Lillian Ducker
Notary Public

State of North Carolina,
County of Buncombe.

The foregoing certificate, namely of _____, a Notary Public of the State and County aforesaid is adjudged to be correct. Let the instrument and the certificate be registered.

This _____ day of _____, 1956.

Deputy Clerk Superior Court,
Buncombe County, N. C.

Filed for registration on the ____ day of _____, 1956, at _____M.

Register of Deeds

Councilman Algary introduced a resolution approving Final Airport Site Study of C. Leyton Willis & Associates, which was, upon motion of Councilman Algary, seconded by Councilman McRary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 348.

Mr. Robertson Wall, attorney representing George Westfeldt, Mrs. F. H. Bunting and Mrs. William Fitzpatrick, appeared before the Council and stated that a field survey crew of the city had gone upon the property of his clients without their express consent and protested said action, and asked to be informed of the plans the City may have to use their property, and further stated that they would resist any action of the city to acquire their property for public purposes.

The City Manager stated that the going upon said property was unintentional, and that he had instructed the Engineering Department not to go on the property in the future without express consent.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, November 1, 1956 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, November 1, 1956, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, F. M. Mulvaney, T. B. Sumner, W. F. Algary, J. W. McRary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A petition signed by property owners on St. Dunstan's Road was presented to the Council requesting that for the section of St. Dunstans Road lying between McDowell Street and St. Dunstans Circle the existing zoning not be changed, to-wit: Residential on the east side of St. Dunstans Road and Business on the West side of St. Dunstans Road.

A letter was received from Robertson Wall, attorney for Westgate Corporation, requesting that the Westgate Shopping Center be rezoned from Neighborhood Trading Area to Industrial District.

The above petition and request were referred to the Planning and Zoning Commission for study and recommendation, without prejudice of the Council regarding action taken on the proposed revision of the Zoning Ordinance and Zoning Map.

City Manager Weir reported to the Council that one bid was submitted for furnishing air conditioning equipment to the City of Asheville for the City Auditorium as follows:

Ross & Witmer, Inc. $18,350.00 Delivery - 60 days from acceptance date

Whereupon, Councilman Morgan introduced a resolution awarding contract for furnishing air conditioning equipment to the City of Asheville for the City Auditorium, and authorizing City Manager to execute same, which was, upon motion of Councilman Morgan, seconded by Councilman Sumner, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 349.

CITY OF ASHEVILLE, NORTH CAROLINA
CONTRACT
FOR
FURNISHING AIR CONDITIONING EQUIPMENT FOR CITY AUDITORIUM

This Agreement made this _____ day of _____, 1956, by and between the CITY OF ASHEVILLE, North Carolina, hereinafter called the City, and ROSS & WITMER, Inc., hereinafter called the Contractor,

WITNESSETH, That in consideration of the promise and agreement of the City to pay to the Contractor the aggregate cost of the work at the prices and rates respectively stated in the proposal hereto attached, the Contractor promises and agrees at his own cost and expense to furnish all supervision, materials and labor and do all the work called for by this agreement in the manner and under the conditions herein specified, in strict accordance with the specifications hereto annexed, necessary to furnish and deliver air conditioning equipment at the City Auditorium. Said specifications, together with the information for bidders and the proposal, shall be considered a part of this contract.

The work to be performed under this contract shall be delivered, upon notice by the City of Asheville, North Carolina not later than 60 calendar days after the date of the written notice of award.

The City shall pay the contractor for the performance of the contract in current funds as follows:

On or about the 10th day after delivery of the units, 90 per cent of the contract price shall be paid.

On or about the 10th day after completion of successful tests by the City indicating that the terms of the agreement have been fulfilled and operation is satisfactory, final payment in the amount of the retained 10 per cent shall be made.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and executed this Agreement the day and year first above written.

CITY OF ASHEVILLE

ATTEST:

By _____
City Manager

_____
City Clerk

ATTEST:

Ross & Witmer, Inc.
(Contractor)

_____

By _____

The City Manager gave a break-down on the Municipal Golf Course to Councilman Sumner as requested.

Mayor Eller announced that this was the date set for the public hearing on the revision of the zoning ordinance, being ORDINANCE NO. 394, "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE', AS AMENDED".

Mr. John F. Shuford, attorney representing the Smith family, owners of several buildings on South Lexington Avenue, stated that his clients would like to have their property rezoned so that it would not be a non-conforming use under the zoning ordinance. Mr. Stacey Smith also spoke in this connection.

This matter was also referred to the Planning and Zoning Commission for study.

Following the public hearing Councilman Mulvaney introduced Ordinance No. 394, "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE', AS AMENDED", which was, upon motion of Councilman Mulvaney, seconded by Councilman Algary, unanimously passed on its first reading with the following vote:

Councilman McRary voted "aye"
Councilman Mulvaney voted "aye"
Councilman Algary voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

There being no further business, the meeting was upon motion adjourned.

EWE

Margaret Lemmond
CITY CLERK

Thursday, November 8, 1956 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, November 8, 1956, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. F. Algary, C. E. Morgan, R. I. Presley, F. M. Mulvaney, T. B. Sumner, J. W. McRary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A communication was received from The Review Club commending Mr. Anthony Lord's suggestions concerning a tree program in the City of Asheville, and offering to donate a tree for this project.

This offer was accepted with appreciation by the City Council.

Councilman Sumner presented an offer from Mr. Herbert D. Miles to donate trees to be placed in several of the traffic islands in the downtown area. This offer was referred to the Director of Public Safety for consideration.

A communication was received from the Planning and Zoning Commission recommending that no action be taken with respect to the request that a certain portion of St. Dunstan's Road be left as zoned.

November 8, 1956

Honorable Mayor
Members of City Council
City Building
Asheville, N. C.

Gentlemen:

With respect to the request and attached petition of property owners that the property on the southeast and west side of St. Dunstans Road near McDowell Street be left as zoned (business district), the City of Asheville Planning and Zoning Commission at its regular meeting on November 7, voted unanimously to recommend to the City Council that no action be taken with respect to the said request.

Very truly yours,

S/ Anthony Redmond
Anthony Redmond, Secretary

AR:ls

A communication was received from the Planning and Zoning Commission stating that action was deferred on the request of Robertson Wall, attorney for Westgate Shopping Center, for rezoning of the Shopping Center.

November 8, 1956

Honorable Mayor
Members of City Council
City Building
Asheville, N. C.

Gentlemen:

With respect to the request of Mr. Robertson Wall, attorney for George Coggins, action on this matter was deferred pending an investigation of the City of Asheville Planning and Zoning Commission of the request of T. S. Harrison and W. G. Crouch that certain property belonging to them be likewise included in the zoning district to which

[illegible] property is requested to be changed.

Very truly yours,

S/ Anthony Redmond
Anthony Redmond, Secretary

Ar:ls

A communication was received from the Planning and Zoning Commission recommending that no action be taken on the request of Mr. John Shuford, attorney that a lot situated on the southwest corner of Edwin Place and Charlotte Street be zoned Neighborhood Trading Area.

November 8, 1956

Honorable Mayor
Members of City Council
City Building
Asheville, N. C.

Gentlemen:

With respect to the request of Mr. John Shuford, attorney, that a lot belonging to Mrs. Sam J. Pearson situated on the southwest corner of Edwin Place and Charlotte Street be zoned Neighborhood Trading Area, the City of Asheville Planning and Zoning Commission at its regular meeting on Wednesday November 7th, voted unanimously to recommend to the City Council that no action be taken with respect to the said request.

Very truly yours,

S/ Anthony Redmond
Anthony Redmond, Secretary

Ar:ls

These communications were received as information by the Council.

A petition signed by additional property owners on St. Dunstan's Road was presented to the Council requesting the Council to intercede in maintaining the existing zoning regulations, to-wit Residential classification for lots 5 and 220, page 19 city tax map, and business classification for lots 219, 71, 70, 69, 68, 47 also on page 19 of city tax map.

The Council referred this petition to the Planning and Zoning Commission for study and report.

A communication was received by the Council containing the resignations of Leo H. Manley and W. Fleming Talman as members of the City of Asheville Board of Alcoholic Control.

Asheville, North Carolina.
October 31, 1956.

Asheville City Council,
City Hall Building,
Asheville, N. C.

Gentlemen:

Due to circumstances beyond our control in the over all operation of The Asheville Alcoholic Beverage Control Board, we wish to submit our resignations immediately.

Very truly yours,

S/ Leo H. Manley
Leo H. Manley

S/ W. Fleming Talman
W. Fleming Talman

Councilman Morgan moved that these resignations be accepted with sincere apprecieation for the fine service rendered the city by Mr. Manley and Mr. Talman as members of this Board, which motion was seconded by Councilman McRary and adopted.

A communication was received from R. P. Booth & Company, Agents, containing an offer to purchase that portion of the Municipal Golf Course known as the Upper Nine Holes for the sum of $45,000.00.

November 8, 1956

The City Council
City Building
Asheville, N. C.

Gentlemen:

We are authorized and requested by a client who is interested in developing the upper nine holes of the Municipal Golf Course to submit to the City Council of

Asheville a proposal of purchasing that portion of the Municipal Golf Course in Beverly Hills known as the Upper Nine Holes, being divorced from the lower nine holes by a straight line to be surveyed from the eastern margin of Fairway Drive at its intersection with Stockbridge Place and extending in a general easterly direction to the northwestern margin of Kensington Drive with its intersection of Beverly Road. That portion of the Golf Course affected by this offer is shown, shaded in red pencil, on the enclosed map.

In the event that this proposed division of and sale of the Golf Course is looked upon favorably by the Council and the terms and conditions of this offer justify, in the opinion of the Council, the usual procedure of public sale and if at such sale our client should be the highest bidder and secure the right to purchase at the price and terms set forth hereinafter, he agrees to the following terms and conditions:

1) he agrees to use and/or sell the property for residential purpose and to restrict the said property competent with the usual restrictions now in force in that vicinity;

2) He, also, proposes to dedicate the major portion of the combined land of Fairways 10 and 11 for park purpose;

3) We are informed, based on available information, that most of the houses facing on the Golf Course secure their source of water from a two-inch pipe which would not be adequate to supply residences on the opposite side of the street. Therefore, our client estimates it will be necessary for him to spend approximately $19,500.00 on the extension of water and sewer lines on and adjacent to the property described in this proposal. Other costs in connection with securing the property and getting it ready for the market would total approximately $20,000.00, or a total additional expenditure, above the land cost, of approximately $40,000.00.

Our client authorizes us to offer for said property, described above, the sum of $45,000.00, ten per cent (10%) deposit as evidence of good faith enclosed herewith. This offer good for sixty days from this date.

Respectfully submitted,

R. P. BOOTH & COMPANY, AGENTS

RPB:km
Enclosure

S/ R. P. Booth
R. P. Booth

This offer was taken under advisement by the Council.

Ordinace No. 394, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE 402, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE', AS AMENDED", was, upon motion of Councilman Mulvaney, seconded by Councilman Algary, unanimously passed on its second reading with the following vote:

Councilman McRary voted "aye" — Councilman Algary voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Presley voted "aye" — Councilman Morgan voted "aye"
Mayor Edler voted "aye"

Councilman Mulvaney introduced a resolution authorizing Mayor to enter into lease with Asheville Chamber of Commerce, Incorporated for space in City Hall Building, which was, upon motion of Councilman Mulvaney, seconded by Councilman Morgan, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 250.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 8 day of November, 1956, by and between CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called LESSOR, and ASHEVILLE CHAMBER OF COMMERCE, INCORPORATED, a corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called LESSEE.

WITNESSETH:

That, subject to the terms and conditions hereinafter set forth, said Lessor does hereby let and lease unto said Lessee, and said Lessee does hereby accept as Lessee, the following described premises and office space, being situated in what is known as the City Hall or Building, which building is located in the City of Asheville, North Carolina, and more particularly described as follows: Being the southeast portion of the main floor of the City Hall Building, designated as "Suite A", "Chamber of Commerce", and containing approximately 2075 feet of floor space.

The terms and conditions above referred to are as follows:

1. It is agreed between the parties hereto that the term of this lease shall be from August 17, 1956 until December 31, 1957.

2. The Lessee shall pay the Lessor rent at the rate of $162.00 per month in advance on the ____ day of each and every month of the term hereinbefore set forth.

3. That the Lessor shall furnish standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof or loss due to gross negligence.

4. It is further agreed by and between the parties hereto that the Lessor shall erect or replace such partitions as the occupancy of said floor space that are standard partitions, but that any partitions or partitions other than standard partitions shall be installed or erected by the Lessee.

5. It is further agreed that the Lessee shall not assign this lease or sub-let any part of the leased premises without the written consent of the Lessor.

6. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in the event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building of said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all [illegible] of the parties hereto shall cease.

7. That the Lessor shall maintain the said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising from the act or negligence of the Lessee, its agents, guests, or employees.

8. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this agreement and lease.

This lease shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, said Lessor has caused this lease to be signed and executed in its corporate name by its Mayor and attested by its Clerk and its corporate seal to be hereunto affixed, and said Lessee has caused this lease to be signed and executed in its corporate name by its President and attested by its Secretary and its corporate seal to be hereunto affixed, the day and year first above written.

ATTEST:

Margaret Simmons
City Clerk

(Seal)

CITY OF ASHEVILLE

By E. W. Eller
Mayor

ATTEST:

Secretary

ASHEVILLE CHAMBER OF COMMERCE, INCORPORATED

By
President

Councilman Sumner introduced a resolution appointing Chairman and members of City of Asheville Board of Alcoholic Control, which was, upon motion of Councilman Sumner, seconded by Councilman Algary, adopted. Councilman Presley abstained from voting on this resolution.

REPORT - RESOLUTION OF [illegible]

Complete copy of this resolution will be found in Resolution Book 3 at page 354.

Mr. Brandon Hodges, Chairman of the Airport Committee of the Greater Asheville Council, presented a resolution adopted by the Greater Asheville Council stating that there is compelling need for a new airport, that the recommendations contained in the report prepared by C. Leyton Willis and Associates should be accepted, adopted and followed in regard to location and type of airport, that the City Council should give the citizens of Asheville an early opportunity to vote and express their desire on this question, and that the Greater Asheville Council pledges its wholehearted support to bring about construction of the new airport.

Mayor Eller thanked the Greater Asheville Council for this resolution and cooperation.

The City Manager reported that an agreement had been reached, without objection by the Council, on a settlement of claim for fire at Municipal Club House, and that the total to be recovered by the city, including contents of building, was $48,214.64.

The City Manager presented the statement showing the budget position of the city for the period ending October 31, 1956.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, November 15, 1956 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, November 15, 1956, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, T. B. Sumner, J. W. McRary, F. M. Mulvaney, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A communication was received from the Planning and Zoning Commission recommending certain

changes in the zoning ordinance and zoning map in accordance with requests received from Robertson Wall, attorney for Westgate Regional Shopping Center, G. E. Crouch and W. S. Harrison.

November 15th, 1956

To the Honorable Mayor and Members of the City Council
City of Asheville
Asheville, North Carolina.

Gentlemen:

At a special meeting of the Planning and Zoning Commission of the City of Asheville held on Tuesday, November 13th, 1956, in the City Council Room, the Commission gave consideration to the request of Mr. Robertson Wall, attorney for Westgate Regional Shopping Center, being in the form of a letter dated October 31st, 1956, addressed to Mr. Weldon Weir, City Manager; to the request of G. E. Crouch addressed to the Planning and Zoning Commission under date of November 1st, and to the request of W. S. Harrison addressed to the Building Inspector of the City of Asheville, under date of November 5th, 1956, whereupon it was unanimously voted to recommend to the City Council that the following changes be made in the Zoning Ordinance and Zoning Map of the City of Asheville:

A. That the property familiarly known as Westgate and including lots designated on the tax maps as Lots 11, 17, 23 through 34 inclusive, of Sheet 3, Ward 6, which are now zoned Neighborhood Trading Area be rezoned to Industrial District.

B. That all of that property abutting on the North and South sides of the right of way of Patton Avenue, as extended over the French Broad River, beginning at the Western line of the Industrial District as shown on the Zoning Map, and particularly on sheets 2 and 3 of the tax maps of ward 6, and extending therefrom in a Westerly direction to the City limits line at its Eastern crossing of Smiths Mill Creek be rezoned from Neighborhood Trading Area to Industrial District, said area to extend back from the respective margins of the right of way of said Patton Avenue 250 feet, excepting, however, from the above property that property which has heretofore been zoned, or recommended to be zoned, Industrial District.

C. That all that property abutting on the outer margin of the right of way of the Cloverleaf approaches to Patton Avenue Extended from the intersection of the said Cloverleaf approaches with Patton Avenue Extended to the intersection of North Hanover Street with Patterson Mill Road be rezoned from Neighborhood Trading Area to Industrial District, to extend back from the margins of the rights of way of said Cloverleaf approaches a distance of 250 feet, or to the City limit line of the City of Asheville whichever is the less distance.

D. That that portion of Lots 1 and 2, Sheet 4, of Ward 6, now zoned RA-5 Residential District be rezoned Industrial District.

There is attached hereto and made a part of this recommendation a composite map of Sheets 2, 3 and 4 of Ward 6, showing in yellow crayon the areas recommended to be rezoned to Industrial District.

Also attached are the original requests of the property owners above referred to.

Respectfully submitted,

S/ Anthony Redmond
Anthony Redmond, Secretary
of the City of Asheville Planning
and Zoning Commission

Following a discussion, Councilman Morgan moved that the above recommendations of the Planning and Zoning Commission be accepted by the Council, and the Corporation Counsel be instructed to prepare an ordinance complying with said recommendations to be placed before the Council, and to give notice and publication of a public hearing to be held on same on December 6, 1956, which motion was seconded by Councilman Mulvaney, and unanimously carried.

[illegible]

Ordinance No. 394, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE', AS AMENDED", was, upon motion of Councilman Mulvaney, seconded by Councilman Algary, unanimously passed on its third and final reading with the following vote:

Councilman McRary voted "aye"
Councilman Mulvaney voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE # 394

AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", AS AMENDED

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

ARTICLE I. That the Zoning Map and Zoning Ordinance, being Ordinance #322, known as "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", as amended, be and is hereby amended as follows:

(Lots hereinafter referred to under this Article shall mean Lots of Record and be as defined in said Ordinance #322, as amended, and the lot numbers, sheets and wards as shown on the City of Asheville and Buncombe County Tax Maps are hereinafter referred to for the purpose of identifying such lots of record.)

Section 1. That sub-section A. of Section 2. is hereby repealed and a new sub-section A. is hereby enacted in lieu thereof as follows:

A. In order to regulate and limit the height and size of buildings; to regulate and limit the intensity of the use of lot areas; to regulate and determine the areas of open spaces within the surrounding buildings; to classify, regulate and restrict the location of trades and industries; and the location of buildings designed for specified industrial, business, residential and other uses, the City of Asheville, North Carolina is hereby divided into districts of which there shall be nine (9) known as:

1. RA-10 Residential District
2. RA-8 Residential District
3. RA-6 Residential District
4. RA-5 Residential District
5. Institutional District.
6. Thomas School Training Area.
7. Business District.
8. Commercial District.
9. Industrial District.

Section 2. That sub-paragraph 6. of sub-section A. of Section 2.1 is hereby repealed and a new sub-paragraph 6 is hereby enacted in lieu thereof as follows:

6. Public or private parks, playgrounds, or parking lots.

Section 3. That sub-paragraph 7 of sub-section A. of Section 2.1 is hereby repealed and a new sub-paragraph 7 is hereby enacted in lieu thereof as follows:

7. Accessory Buildings, including one private garage or servants' quarters, where located not less than seventy (70) feet from the front lot line nor less than seven and one half ($7\frac{1}{2}$) feet from any other lot line, provided, however, that servants' quarters may be erected above private garages and a private garage may be constructed as a part of the main building, or attached to it by a covered passage.

Section 4. That sub-section E. of Section 2.1 is hereby repealed and a new sub-section E. is hereby enacted in lieu thereof as follows:

E. Side Yard Requirements.

There shall be a side yard on each side of the main building having a width of not less than twelve (12) feet. The total width of said side yards, measured at the front line of the main building, shall not be less than twenty five (25%) per cent of the front footage of said lot.

Section 5. That sub-section H. of Section 2.1 is hereby repealed and a new sub-section H. is hereby enacted in lieu thereof as follows:

H. Off-Street Automobile Parking.

There shall be provided on such building lot or premises, conveniently accessible from the street the following:

1. Any residence use, at least one garage or such open space on the rear or side of such lot or premises as will be adequate for the storage on said lot or premises of at least one automobile. The location and dimensions of such garage or open spaces for the storage of such automobile and the way of access thereto from the street, shall be designated and described upon the plans and specifications of such residence in sufficient detail to enable the Building Inspector to determine therefrom whether or not the provisions of this paragraph are being complied with.

2. Libraries, Community Centers, Churches, Golf Courses or Club Buildings.

Two hundred (200) square feet of parking area provided on the plot or on a lot separated therefrom by not more than four hundred (400) feet for each five (5) fixed seats in the largest assembly room or each fifty (50) square feet of floor area available for the accommodation of moveable seats in the largest assembly room.

3. Schools and other Educational Institutions.

One (1) square foot of parking area provided on the plot or on a lot separated therefrom by not more than four hundred (400) feet for each one (1) square foot of gross floor area devoted to such use.

Section 6. That sub-paragraph 4. of sub-section A. of Section 3 is hereby repealed and a new sub-paragraph 4. is hereby enacted in lieu thereof as follows:

4. Nurseries, truck gardens, the raising of poultry, pets or live stock provided, however, that no such use shall be carried on for Commercial purposes or on a scale that would be objectionable because of noise or odor.

Section 7. That sub-paragraph 6. of sub-section A. of Section 3 is hereby repealed and a new sub-paragraph 6. is hereby enacted in lieu thereof as follows:

6. Public or private parks, playgrounds or parking lots.

Section 8. That sub-paragraph 8. of sub-section A. of Section 3 is hereby repealed and a new sub-paragraph 8. is hereby enacted in lieu thereof as follows:

8. Accessory buildings, including one private garage or servants' quarters, where located not less than sixty (60) feet from the front lot line nor less than five (5) feet from any other lot line, provided, however that servants' quarters may be erected above private garages and a private garage may be constructed as a part of the main building or attached to it by a covered passage.

Section 9. That sub-section E. of Section 3 is hereby repealed and a new sub-section E. is hereby enacted in lieu thereof as follows:

E. Side Yard Required.

There shall be a side yard on each side of the main building having a width of not less than ten (10) feet. The total width of said side yards, measured at the front line of the main building, shall not be less than twenty five (25%) per cent of the front footage of said lot.

Section 10. That sub-section I. of Section 3 is hereby repealed and a new sub-section I. is hereby enacted in lieu thereof as follows:

I. Off-Street Parking Requirements.

1. No building shall be erected in a residential zone unless there is provided on such building lot or premises conveniently accessible from the street, a garage or such open space in the rear or side of such lot or premises as will be adequate for the storage on the said lot or premises of at least one automobile for each family for which a building is erected to house and in the instances of tourist homes, one parking space for each room used for the accommodation of guests. The location and dimensions of such garages or open spaces for the storage of automobiles, and the ways of access thereto from the street, shall be designated and described upon the plans and specifications of such buildings in sufficient detail to enable the Building Inspector to determine therefrom whether or not the provisions of this section are being complied with.

2. Libraries, Community Centers, Churches, Golf Courses or Club Buildings.

Two hundred (200) square feet of parking area provided on the plot or on a lot separated therefrom by not more than four hundred (400) feet for each five (5) fixed seats in the largest assembly room or each fifty (50) square feet of floor area available for the accommodation of moveable seats in the largest assembly room.

3. Schools and other Educational Institutions.

One (1) square foot of parking area provided on the plot or on a lot separated therefrom by not more than four hundred (400) feet for each one (1) square foot of gross floor area devoted to such use.

4. Hospitals.

Two hundred (200) square feet of parking area provided on the plot or on a lot separated therefrom by not more than four hundred (400) feet for each two (2) beds intended for patients.

Section 11. That the property bounded and described as follows is hereby zoned RA-6 Residential District, to-wit property described in Ordinance #387, being "AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF ASHEVILLE BY ANNEXING CERTAIN PROPERTY", which said Ordinance is recorded in the Minute Dockets of the City of Asheville and in the Office of the Register of Deeds for Buncombe County, North Carolina in Deed Book 774, at Page 271.

Section 12. That the property bounded and described as follows is hereby zoned RA-8 Residential District.

A. Being that property described in Ordinance #385, being "AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF ASHEVILLE BY ANNEXING CERTAIN PROPERTY", which said Ordinance is recorded in the Minute Dockets of the City of Asheville and in the Office of the Register of Deeds for Buncombe County, North Carolina in Deed Book 774, at Page 323.

B. Being that property described in Ordinance #393, being "AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE CITY OF ASHEVILLE BY ANNEXING CERTAIN PROPERTY", which said Ordinance is recorded in the Minute Dockets of the City of Asheville and in the Office of the Register of Deeds for Buncombe County, North Carolina in Deed Book 774, at Page 461.

Section 13. That the property bounded and described as follows is hereby rezoned from Industrial District to RA-5 Residential District: Being lots 26, $26\frac{1}{2}$, 27, 49 through 59, Sheet 11, Ward 3; 75, 76, 77, 78, 79, 80, 81, 82, 84, $84\frac{1}{2}$, 85, $85\frac{1}{4}$, 86 and 87, Sheet 16, Ward 3.

Section 14. That a new section is hereby enacted for insertion between Section 5 and Section 6 as follows:

Section 5.1

INSTITUTIONAL DISTRICT

A. Uses permitted.

1. Any use permitted in RA-8 Residential District.
2. Agencies such as the following rendering specialized services not involving retail trade with the public or maintenance of a stock of goods for sale: real estate, insurance, advertising, brokerage.
3. Apothecary Shop operated as a retail use within a building, the primary use of which is for a hospital, clinic, or physicians' offices, provided, that said apothecary shop shall sell only drugs, prescription medicines (both ethical and proprietary), medicinal supplies and appliances and pharmaceutical products; and provided further that not more than fifty per cent (50) of the ground floor area of such building is used for such apothecary purposes.
4. Assembly hall, coliseums and stadiums owned by non-profit organizations or by the municipality.
5. Catering establishments conducted as an incidental home occupation except that not more than 5 temporary employees may be employed on these premises.
6. Cemeteries.
7. Colleges, business colleges, trade schools, music conservatories, dancing schools and similar organizations all without students in residence offering training in specific fields.
8. Hotels and Inns not carrying on merchandising except that which is incidental to the operation of such hotel and for the convenience of guests and where there is no exterior display of merchandise.
9. Incidental accessory retail uses such as cafeterias, gift or variety shops, soda bars conducted primarily for the convenience of the employees, patients, patrons or visitors on the premises wholely within the principal building and without exterior advertising display.
10. Libraries, museums and art galleries.
11. Signs: One sign for each plot provided the area thereof shall not exceed two hundred (200) square feet and further provided the provisions of sub-paragraphs 4 and 5 of sub-section G. of Section 3 of said Ordinance with respect to lighting of said signs shall be complied with.

B. Area Regulations.

Within the Institutional District as shown on the Zoning Map all the following dimensional requirements shall be complied with.

1. [illegible] required lot area .....10,000 square feet.
2. [illegible] required lot area per dwelling unit. The minimum required plot area for dwelling units in [illegible] Residential District which is nearest to the plot or building site.
3. [illegible] required open space. The total open space on any plot shall not be less than the sum [illegible] one-half the area of the second floor plus one-fourth the area of all floors in all buildings of whatever sort.
4. [illegible] required plot width..... 80 feet.
5. [illegible] Yard Next to any Street Line..... 30 feet.
6. [illegible] required Yard Next to any Plot Line..... 20 feet.
7. Location of accessory buildings. No accessory building shall be erected in any required front [illegible] within 30 feet of any street line, or within five (5) feet of any building or of any plot line [illegible] accessory buildings may be located within 15 feet of any street line.
8. Off-street parking. The requirements shall be the same as RA-8 Residential District, as herein amended, except that [illegible] permitted herein shall have two hundred (200) square feet of parking area provided on the plot or on a lot separated therefrom by not more than four hundred (400) feet for each four (4) persons.
9. Off-street loading. Every plot to be occupied by any use permitted under this section, except for dwelling purposes, shall be provided with facilities for loading and unloading on the premises, provided that this requirement may be waived where the premises abut on a service alley.

B. Required Yard Exceptions: Same as Sub-section H. of Section 3, RA-8 Residential District.

Section 15. That the property bounded and described as follows is hereby rezoned from RA-6 Residential District to Institutional District: Being lots 98 and 100, Sheet 15, Ward 2, 97 and 98, Sheet 12, Ward 2; 185, 186, 187½, and 114, Sheet 16, Ward 2; 1, 2, and 3, Sheet 10, Ward 3; Lot 1, Sheet 9, Ward 3; that portion of Lot 244 which is now zoned RA-6 Residential District, Sheet 7, Ward 3; 1, 2, 4 and 4¼, Sheet 12, Ward 6 and Lot 1¼, Sheet 13, Ward 6.

Section 16. That the property bounded and described as follows is hereby rezoned from RA-5 Residential District to Institutional District: Being Lots 281, 281¼, and 282, Sheet 5, Ward 1 and Lot 41, Sheet 6, Ward 1.

Section 17. That the property bounded and described as follows is hereby rezoned from RA-10 Residential District to Institutional District: Being lots 4, 5 and 6, Sheet 5, Ward 9 and lots 4 and 5, Sheet 6, Ward 9.

Section 18. That sub-paragraph 1. of sub-section A. of Section 6 is hereby repealed and a new sub-paragraph 1. is hereby enacted in lieu thereof as follows:

1. All uses permitted in any Residential District, Institutional District, or Neighborhood Trading Area as set forth in this Ordinance, excepting dwellings and multiple dwellings or apartment houses of four (4) units or less, which may be continued as non-conforming uses as provided in Section 10 of said Ordinance #322, as amended and herein amended, and further may be established and changed to other such dwellings or apartment houses, provided such uses are carried on within pre-existing buildings occupied by or designed for any dwelling or apartment house use at the time of the effective date of said Ordinance #322, as amended and provided that any building and plot containing one or more dwelling units shall comply with the area, dimensional, and off-street parking requirements of RA-5 Residential District as set forth in Section 5 of said Ordinance #322, as amended. Provided further any tourist court, motel or motor court shall provide off-street parking as required in sub-paragraph 2 of subsection C. of Section 7 as herein amended.

Section 19. That sub-paragraph 1, 2 and 3 of sub-section B. of Section 6 are hereby repealed and a new sub-paragraph 1 is hereby enacted in lieu thereof as follows:

1. Where a lot abuts upon the side of a lot zoned residential there shall be a side yard of not less than eight (8) feet in width.

Section 20. That sub-paragraph 8 of sub-section A. of Section 7 is hereby repealed and a new sub-paragraph 8 is hereby enacted in lieu thereof as follows:

8. Billboards, Outdoor Advertising Structures or Signs: Provided that if the area of any such billboard, outdoor advertising structure or sign shall exceed 150 square feet, the minimum required yard next to any street line shall be complied with as hereinafter set forth.

Section 21. That sub-paragraph 10 of sub-section A. of Section 7 is hereby repealed and a new sub-paragraph 10 is hereby enacted in lieu thereof as follows:

10. Accessory buildings and buildings customarily and necessarily incident to the main uses specified under sub-section A.

Section 22. That sub-section A. of Section 7 is hereby amended by adding thereto the following sub-paragraphs which are hereby enacted:

12. Dry cleaning and laundry pick-up stations.

13. Dry cleaning, pressing and dyeing plants operated in conjunction with retail service counter, provided that not more than two thousand (2,000) square feet of floor space is devoted to these processes and no coal-burning or smoke-producing equipment is used.

14. All hand laundries and any small power laundries operated in conjunction with a retail service counter on the premises where not more than two thousand (2,000) square feet of floor space is devoted to the laundering and finishing processes provided the total operating capacity of all commercial washing machines shall not exceed four hundred (400) pounds and no coal-burning or smoke-producing equipment is used.

Section 23. That sub-paragraph 7. of sub-section B. of Section 7 is hereby repealed and a new sub-paragraph 7. is hereby enacted in lieu thereof as follows:

7. Laundry other than as permitted under sub-section A. above.

Section 24. That sub-section C. of Section 7. is hereby repealed and a new sub-section C. is hereby enacted in lieu thereof as follows:

C. Off-Street Parking. There shall be provided on any plot or premises for off-street parking, space with adequate access to a street which shall be constructed and permanently maintained for owners and occupants and their Invitees and Licensees as follows:

1. Any residential use consisting of one or more dwelling units: One parking space on the same plot for each dwelling unit:

2. Tourist Home, Motel, Motor Court: One (1) parking space provided on the plot or on a lot separated therefrom by not more than four hundred (400) feet for each guest room, plus one (1) additional parking space for each three employees.

3. Theaters, Funeral Homes, Assembly Halls, and similar uses: Two hundred (200) square feet of parking area provided on the plot or on a lot separated therefrom by not more than four hundred (400) feet for each five (5) fixed seats in the largest assembly room or for each fifty (50) square feet of floor area available for the accommodation of moveable seats in the largest assembly room.

4. Retail business, shops of all kinds and service outlets: Two (2) square feet of parking area provided on the plot or on a lot separated therefrom by not more than four hundred (400) feet for each one (1) square foot of floor area not used for storage on the ground floor, plus one (1) square foot of parking area for each one (1) square foot of floor area not used for storage on all floors other than the ground floor.

5. Filling stations, Automobile Repair and/or Sales Garage: One (1) square foot of parking area provided on the plot or on a lot separated therefrom by not more than four hundred (400) feet for each one (1) square foot of gross floor area devoted to such use.

6. Business or Professional Offices: One (1) square foot of parking area provided on the plot or on a lot separated therefrom by not more than four hundred (400) feet for each one (1) square foot of gross floor area devoted to such use.

7. Required Parking area for all other uses permitted in Neighborhood Trading Area shall be the same as those provided for in connections with RA-8 Residential District as herein amended.

Section 25. That sub-section D. of Section 7 is hereby repealed and a new sub-section D. is hereby enacted in lieu thereof as follows:

D. Area Regulations. Within the Neighborhood Trading Area as shown on the Zoning Map, all the following dimensional requirements shall be complied with:

1. Minimum required Yard Next to any Street Line ..... 35 feet.
2. Side and Rear Yards. No side yard or rear yard shall be required except as follows:

a. Buildings erected for dwelling purposes exclusively shall comply with the regulations of RA-5 Residential District for side and rear yard requirements.

b. Where a building is erected for mixed use, namely for both dwelling and business purposes, each story of such building used in any part for dwelling purposes shall, if more than two rooms in depth, be provided with two side yards, one on each side of the building, neither of which shall be less than 8 feet in width, provided however, that this regulation shall not apply to the street side of a corner lot.

c. Where a lot or plot abuts upon the side or rear of a lot zoned Residential, there shall be a side yard or rear yard of not less than eight (8) feet in width.

Section 26. That the property bounded and described as follows is hereby rezoned from RA-6 Residential District to Neighborhood Trading Area:

A. Being lots 133, 132½, 132, 130-3/4, 130½, 130¼, 130, 163, 162, 160, 161, 159, 159¼, 158, 157, 129, 206, 63, 62, 4, 4¼, 4½, 3, 247, 246, 245, 2, 243, 242, and 244, Sheet 13, Ward 5; 8, 123, 9, 9½, 9-3/4, 9¼, 10, 11, 11¼, 11½, and 12, 10½, Sheet 10, Ward 6; 1, 2, 3, 4, 30, 15, 5, 5¼, 6, 7, and 8, Sheet 14, Ward 6; and Lot 70, Sheet 15, Ward 2.

B. BEGINNING at the westernmost corner of lot of record designated as of the effective date of this Ordinance as Lot 12-3/4 of Sheet 14, Ward 6 in the south or southeastern margin of the right-of-way of Patton Avenue and runs thence with said margin of the right-of-way of Patton Avenue in a northeasterly direction to the intersection of said margin of the right-of-way of said Patton Avenue with the Eastern line of lot of record designated as Lot #100 of Sheet 14, Ward 6 and the Western margin of Druid Drive; thence with the Western margin of Druid Drive in a southerly direction to the southeastern corner of lot of record designated Lot 95 of said sheet and ward; thence in a line parallel and distant 250' in a southwestern direction with the aforesaid margin of the right-of-way of Patton Avenue in a southwesterly direction to a point in the northern line of Lot 12¾ of Sheet 14, Ward 6; thence with the northern line of said Lot 12¾ in a westerly direction to the place of BEGINNING.

C. Being lots 2, 3, 55½, 56, 56½, of Sheet 15, Ward 6; 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 257, 256, 255, 22, 21, 20, 43, 44, 45, 46, 47, 48, 49, 50, 51, 133, 132, 131, 130, 129, 128, 127, 126, 125, 10, 10½, 11, 12, 13, 14, 15, 16, 17, 18, 172, 173, 174, 175, 176 and 267, Sheet 19, Ward 5.

D. BEGINNING at the southeastern corner of lot of record designated Lot 173 as shown on Sheet 19, Ward 5 in the western margin of Haywood Road and runs thence with said margin of said road in a southerly direction 100' to the northeastern corner of Lot 172 of said sheet and ward; thence with the northern line of said lot 172 in a westerly direction to the northwestern corner thereof; thence in a northwesterly direction to the southwestern corner of lot 173, Sheet 19, Ward 5; thence with the southern line of said Lot 173 in an easterly direction to the place of BEGINNING.

E. BEGINNING at the southwestern corner of lot of record designated as Tax Lot 22, Sheet 19, Ward 5 in the eastern margin of Haywood Road and runs thence with the southern line of said lot 22 and beyond in a southerly direction 250' to a point in the southern line of Lot 260 of said sheet and ward; thence in a southerly direction on a line parallel with the eastern margin of Haywood Road and 250' distant therefrom to a point in the northern line of lot of record designated as Lot 21 of said sheet and ward; thence in a westerly direction with the northern line of said lot 21 to a point in the eastern margin of Haywood Road at the northwestern corner of said Lot 21; thence with said margin of Haywood Road in a northerly direction to the place of BEGINNING.

E. Being Lots 11, 12, 243, 244, 245, 246, 247, 248 and 249, Sheet 23, Ward 9.

Section 27. That the property bounded and described as follows is hereby rezoned from RA-5 Residential District to Neighborhood Trading Area:

A. BEGINNING at a point in the western margin of Hendersonville Road at the northeastern corner of lot of record designated as Lot 32 of Sheet 4, Ward 7 and runs thence in a westerly direction with the northern line of said Lot 32 to its northwestern corner in the City Limit Line of the City of Asheville; thence in a southerly direction with the said City Limit Line to the southwestern corner of lot 50 of said sheet and ward; thence with the southern line of said lot 50 in an easterly direction to the western margin of Hendersonville Road; thence with the western margin of Hendersonville Road in a northerly direction to the place of BEGINNING.

B. Being lots 34, 33, 32, 31½, 30½, 30, 74¼, 74, 76, 77 and 82 of Sheet 4, Ward 7.

C. BEGINNING at a point in the western margin of Hendersonville Road at the northeastern corner of lot of record designated Lot 53½ of Sheet 4, Ward 7 and runs thence in a westerly direction with the northern line of lot 53½ to its northwestern corner; thence in a southerly direction with its western line to a point in the line of lot 54 of said sheet and ward; thence in a southwesterly direction to the northwestern corner of lot of record designated as lot 54 of said sheet and ward; thence with the western line of said lot 55 in a southerly direction to the northeastern corner of lot of record designated as lot 55¼ of sheet 4, Ward 7; thence with the northern line of lot 55¼ in a westerly direction to its northwestern corner; thence in a southerly direction with the western lines of lots 56¼, 56, 57, 58 and 58¼ to a point in the City Limit line of the City of Asheville at the southwestern corner of said lot 58¼, thence with said City Limit Line in an easterly direction to its intersection with Hendersonville Road; thence with said margin of Hendersonville Road in a northerly direction to the point and place of BEGINNING.

D. Being lots 1¼, 1, 2, 169, 3, 170, 171, 46 and 46¼, Sheet 5, Ward 7.

Section 28. That the property bounded and described as follows is hereby rezoned from RA-6 Residential District to Business District: Being lots 108, 246, 247, 248, 249, 250, 251 and 252, Sheet 12, Ward 5.

Section 29. That sub-section A. of section 7.1 is hereby repealed and a new sub-section A. is hereby enacted in lieu thereof as follows:

A. In a Commercial District no building or land shall be used and no building shall be erected or structurally altered which is arranged, intended or designed to be used for other than a use permitted in a Business District or for one or more of the following uses:

1. Wholesale and Jobbing Plants.
2. Cold storage plants.
3. Bottling plants.
4. Storage in bulk of, or warehouse for, such material as building material, contractor's equipment, clothing, cotton, hides, drygoods, feed, food, fuel, furniture, hardware, ice, lumber, machinery, metals, oils, and petroleum in quantities less than tank car lots, paint and paint materials, pipe, rubber, tobacco or wool.
5. Freight terminals, either railroad or motor vehicles.
6. Laundries.
7. Veterinary hospitals.
8. Street cars or public carrier's garage.
9. Light manufacturing or industrial operations of any kind not heretofore listed, but exclusive of the industrial operations listed in Section 8, sub-section A., 1 to 13, both inclusive, provided that no such manufacturing or industrial operations or process shall be included which creates, or is likely to create, or emits, or is likely to emit, either smoke, dust, noise, fumes or vibrations detrimental, or likely to become detrimental to the health, safety or general welfare of the community.

Section 30. That sub-section C. of Section 7.1 is hereby repealed and a new sub-section C. is hereby enacted in lieu thereof as follows:

C. Off-Street Parking Requirements. Space for off-street parking with adequate access to a street shall be constructed and permanently maintained for owners and occupants and their invitees and licensees as follows:

1. Retail businesses, shops of all kinds and service outlets shall provide two (200) hundred square foot of parking area on the plot or on a lot separated therefrom by not more than four hundred (400) feet for each four (4) employees.

2. Merchandising, Processing, Warehousing, Terminals, Manufacturing and Industrial Concerns not catering to retail trade shall provide two hundred (200) square feet of parking area on the plot or on a lot separated therefrom by not more than four hundred (400) feet for each four (4) employees on the largest shift.

3. All other off-street parking requirements shall be the same as those provided for in sub-section C. of Section 7, as herein amended.

Section 31. That Section 7.1 is hereby amended by adding thereto the following sub-section which is hereby enacted:

D. Off-Street Loading and Unloading.

1. One or more loading berths or other space shall be provided for standing, loading or unloading operations either inside or outside a building and on the same or adjoining premises with every building or structure erected after the enactment of this amendment; all to be in accordance with the requirements of the following table. A loading berth shall have minimum plan dimensions of 12' x 25' and 14' overhead clearance. A loading space need not be necessarily a full berth, but shall be sufficient to allow normal loading and unloading operations of a kind and magnitude appropriate to the property served thereby. The Building Inspector shall determine the sufficiency of loading space, but in no case shall the use of such space hinder the free movement of vehicles and pedestrians over a street, sidewalk or alley.

2. USE MAKE LOCATION TABLE:

(a) Retail operations, including restaurant and dining facilities within hotels and office buildings, with a total useable floor area of 20,000 feet or more devoted to such purposes: One loading berth for every 20,000 square feet of floor area.

(b) Retail operations with a gross floor area of less than 20,000 square feet, and all wholesale and manufacturing industrial operations with a gross floor area of less than 10,000 square feet: A loading space (not necessarily a full berth) as defined in this section next above.

(c) Office buildings and hotels with a total useable floor area of 100,000 square feet or more devoted to such purposes: One loading berth for every 100,000 square feet of floor area.

(d) Industrial and Wholesale operations with a gross floor area of 10,000 square feet or over and as follows: Minimum number of loading berths required:

10,000 - 40,000 square feet	1
40,000 - 100,000	2
100,000 - 160,000	3
160,000 - 240,000	4
240,000 - 320,000	5
320,000 - 400,000	6
Each 90,000 above 400,000	1

Section 32. That the property bounded and described as follows is hereby rezoned from Neighborhood Trading area to Commercial District:

A. BEGINNING on the eastern or southeastern margin of College Street at the northwestern corner of lot of record designated Lot 69½ of Sheet 2, Ward 1 and running thence in an easterly direction with the northern line of Lot 69½ to its northeastern corner; thence with the northern line of the present Commercial Zone in an easterly direction following said northern boundary through Lots 67, 65 and 66 of said sheet 2, Ward 1; thence in a southern direction with the eastern boundary of said Commercial District to the northwestern corner of lot of record designated as Lot 20, Sheet 3, Ward 1; thence with the northern boundary of said Commercial District and the northern lines of the following lots in an easterly direction to the southern margin of Woodfin Street; Lots 20, 19, 18, 17, 16, 15, 14, 12½, 13, 11-3/4 and 11¼ of Sheet 3, Ward 1; thence with said southern margin of Woodfin St. in an easterly direction to the western face of Beaucatcher Tunnel; thence in a northern direction with the face of the tunnel and the western margin of College Street to a point in same at the northernmost corner of lot of record designated as Lot 9, Sheet 3, Ward 1; thence in a southwestern and westerly direction with the northwestern and northern line of said Lot 9 to the eastern margin of an alley at the southwest corner of Lot 1 of Sheet 3, Ward 1; thence with said margin of said alley in a northern direction and with the western line of said lot 7½ to a point in the southern margin of College Street; thence in a western direction crossing College Street to a point in the Northern margin of said street at the southeast corner of lot of record designated as Lot 11 of Sheet 17, Ward 2; thence in a northern direction with the eastern line of said Lot 11, Sheet 17, Ward 2 to the northeast corner of said Lot 11; thence in a western direction with the northern lines of Lots 11, 12, crossing Hollywood Street, 74, 80½, 81½ and 82 of Sheet 17, Ward 2 to a point in the Eastern margin of Furman Avenue and the northwest corner of Lot 82; thence crossing Furman Avenue in a westerly direction to the northeastern corner of Lot 9, Sheet 18, Ward 2; thence continuing in a western direction with the northern line of said lot 9 to a point in the eastern boundary of Lot 10; thence with said eastern boundary of said lot 10 in a northern direction to a point 250' north (and measured perpendicularly from) of the northern margin of Woodfin Street; thence in a westerly direction on a line parallel with said northern margin of Woodfin St. and 250' therefrom to a point in the eastern margin of Charlotte Street 250' measured perpendicularly from said northern margin of Woodfin Street; thence in a southerly direction with the eastern margin of Charlotte Street to its intersection with the northern margin of Woodfin Street; thence crossing Woodfin Street in a southwesterly direction to the northeastern corner of Lot 143, Sheet 1, Ward 2; thence with the eastern line of said lot 143 in a southerly direction to its southeastern corner; thence in a western direction with the southern line of said Lot 143 to the northwestern corner of Lot 140 of said Sheet 1, Ward 2; thence in a southern direction with the western line of Lot 140 to a point at the northern margin of College Park Place at the southwestern corner of Lot 140; thence in an eastern direction with said margin of College Park Place to its intersection with the northwestern margin of College Street; thence in a southern direction crossing College Street diagonally to the northwestern corner of Lot 69½ of Sheet 2, Ward 1, the place of BEGINNING.

B. Being lots 106, 106¼, 106-3/4, 106½, 181 and 182, Sheet 2, Ward 2.

C. Being lots 229, 229¼, 230, 230¼, 279 and 280, Sheet 6, Ward 4.

D. Being lots 4, 38 through 46, 46½, 47, 48½, 48, 49, 50, 51, 52, 53, 53½, 54, 55, 55½ and 56 through 68, Sheet 13, Ward 4.

E. Being lots 13, 14, 15, 16, 17 and 17¼, Sheet 13, Ward 6.

F. Being lots 15½, 15¼, 50, 17, 18, 18¼, 4-3/4, 48 and that portion of Lot 4 which is now presently zoned Neighborhood Trading Area of Sheet 11, Ward 6.

G. Being that portion of lots 36, 61, 62, 63, 64, and 65 presently zoned Neighborhood Trading Area, Sheet 7, Ward 6.

Section 33. That the property bounded and described as follows is hereby rezoned from Business District to Commercial District:

A. Being lots 27, 28, 29, 30, 31, 31½, 33, 32, 34, 34¼, 34½, 35, 36, 35½, 37, 37¼, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 54, 130, 135, 136, 47½, 137, 138¼, 138-3/4, 139, 141, 142, 143, 143¼, 202, 203, 204, 205, 205½, 206, 206½, 207, 208, 209, 210, 211, 211½, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 402, 230½, 233, 234, 234¼, 235, 236, 236¼, 236½, 237, 237¼, 237½, 297, 238½, 239½, 239-3/4, 238, 239, 239¼, 240, 240¼, 241, 242, 242¼, 242½, 243, 244, 246¼ and 246½, Sheet 1, Ward 1.

B. Being lots 364, 365, 60, 58, 59, 55, 55½, 56, 57, 61, 366, 62, 62½, 63, 64, 65, 66, 369, 67½, 67, 67¼, 368, 23, 23½, 24, 24½, 25½, 25, 26, 26½, 27, 28, 29, 29½, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 46½, 47, 48, 49, 50, 50½, 51, 52, 53, 155, 174, 175, 175½, 176, 177, 178, 179, 180, 181, 181¼, 182, 183, 184, 185, 186, 187, 188, 189, 190, 190½, 291, 292½, 293, 293½, 294, 294½, 295, 295¼,

296, 296½, 297, 297½, 298, 298¼, 299, 299½, 299½, 299¼, 277½, 296½, 300, 301, 302, 303, 304, 306¼, 306½, [illegible], 311, 311½, 312, 312½, 313, 313½, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, and 346, Sheet 6, Ward 1.

C. Being lots 2½, 3, 4½, 12, 1-3/4, 180, 183, 163, 164, 165, 166, 167, 168, 169, 169½, 170, 170½, 171, 172, 173, 174, 175, 176, 177, 6, 6¼, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, and 40 of Sheet 6, Ward 1.

D. Being lots 72, 71, 70, 167, 166, 165, 164, 163, 162, 161, 160, 159, 60, 59, 58, 57, 56, 55, 54, 73, 69, 168, 169, 170, 171, 172, 173, 174, 175, 175½, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192½, 192, 193, 61, 61½, 61¼, 74, 75, 75½, 76, 77, 196, 197, 198, 194, 68, 67, 67¼, 66¾, 66½, 66, 65, 64, 7, 70, 80, 81, 81½, 82-3/4, 82¼, 82½, 82, 199, 106, 200, 106½, 105½, 105, 104, 104¼, 103, 103½, 83, 84, 102, 102½, 85, 101, 100, 86, 86¼, 98, 99, 99¼, 86½, 87, 88, 89, 158, 93½, 97, 90, 91, 92, 93, 94, 95½, 96, 107, 106¾, 108, 109, 110, 110¼, 131, 132, 133, 134, 135, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 120½, 121, 122, 122¼, 123, 123½, 124, 125, 126, 126¼, 127, 127¼, 128, 129¼, 129, 130, 130½, 137, 136, 139 and 143, Sheet 1, Ward 2.

E. Being lots 156, 157, 158, 159, 160, 161, 27, 120, 38, 38½, 17, 18, 19, 20, 21, 22, 23, 24, 25, 1, 2, 3, 4½, 4, 5, 5½, 6, 7, 7, 8, 9, 9½, 10, 10½, 11, 12, 13, 13½, 14, 15, 119, 16, 134, 135, 136, 137, 138, 29, 30, 30½, 31, 32, 33, 44½, 44, 45, 46, 47, 48, 49, 49½, 139, 140, 141, 142 and 143, Sheet 2, Ward 2.

F. Being lots 39, 40, 40½, 41, 42, 43, 44, 45, 46 and 47, Sheet 3, Ward 2.

G. All of the area bounded by Broadway on the East and North, West Woodfin Street on the South and North Lexington Avenue on the West, Sheet 1, Ward 3.

H. All of that area bounded on the North by West Woodfin Street, on the East by Broadway, on the South by Walnut Street and on the West by North Lexington Avenue, Sheet 1, Ward 3.

I. All of that area bounded on the North by Hiawassee Street, on the East by North Lexington Avenue, on the South by Walnut Street and on the West by Rankin Avenue, Sheet 1, Ward 3.

J. Being lots 91, 92, 402, 403, 404, 94, 405, 406, 407, 95, 408, 409, 410, 96, 97, 98, 99, 99½, 100, 100¼, 100½, 101, 101¼, 101½, and 102, Sheet 1, Ward 3.

K. Being lots 181, 180, 179, 179½, 179¼, 338, 339, 340½, 293½, 293 through 327, 198¼, 241, 242, 198½, 242½, 463, 464, 462, 357 through 364, 365, 365½, 366 through 380, 229½, 230, 230½, 230¼, 219, 349, 350, 351, 352, 353, 142½, 142¼, 143, 144, 144¼, 144½, 146, 146-3/4, 147, 149¼, 149, 150, 151, 152, 152¼, 154, 155, 155½, 157, 159, 161, 78¼, 255 through 261, Sheet 1, Ward 4.

L. All of those lots bounded on the North by Interurban Place, on the East by Federal Street, on the South by Millard Avenue and on the West by Asheland Avenue, Sheet 1, Ward 4.

M. Being lots 107, 108, 109, 109½, 214, 110, 111, 112, 113, 114, 106, 105, 93, 92, 90, 91, 71½, 71, 70½, 72, 70, that portion of lot 69½ which is in the Business District together with that portion of said lot which is in RA-6 Residential District, 73, 80, 74, 74½, 79, 75, 78, 76, 77, 139, 138, the southern 160' of lot 140, that portion of lot 40 which is in the Business District, that portion of lot 26 which is in the Business District, 15, 17, 17, 19¼, 21, 22, that portion of lot 23 which is in the Business District, 24½, 24-3/4, 25½, 25-3/4, 27, 28, 28½, 29, 14, 141½, 142, 143, 144, 145, 145½, 174½, 174¼, 175¼, 175, 176½, and 176, that portion of lot 40½ which is in the Business District, Sheet 2, Ward 4.

N. Being lots 1, 2, 3, 4, 5, 6, 7½, 7, 8, 9, 9½, 10, 11, 11¼, 11½, 363, 365, 12, 364, 369, 368, 367, 366, 13, 13¼, 14¼, 14, 14½, 15 through 25, 132, all of those lots bounded on the north by Buxton Avenue, on the East by Collier Avenue, on the South by Millard Lane and on the West by Coxe Avenue, 40, 40¾, 41, 41¼, 42, 43, 44, 44½, 45, 45½, 46, 46½, 47, 47½, 48, 48½, 49, 49½, 50, 50½, 51, 51¼, 52, 52½, 53, 53½, 54, 54½, 55, 55½, 56, 56½, 57, 57½, 58, 58½, 57¾, 66, 67, 68, 68¼, 69, 69¼, 70 through 81, 198, 198½, 199¼, 199½, 200, 200½, 200¼, 201, 202, 203, 204, 205, 206, 207, 207¼, 207½, 207-3/4, 208, 209, 210, 210½, 211¼, 211, 211½, 212, and 213, Sheet 6, Ward 4.

O. Being lots 1, 8½, 150, 9, 9½, 9¼, 10, 11, 12, 12½, 12¼, 13, 13½, 14, 14½, 15, 15¼, 16, 17, 26½, 26-3/4, 28¼, 151, 152, 28, 29½, that portion of lots 51, 52¼, and 53½ which lies within the Business District, 137, that portion of lot 127 which lies in the Business District, 60, 61, 64, 64, 68, 69, 72, 73, 74, 77, 78, 79, 80, 81, 82, 89½, 89, 89¼, 90, 91, 91¼, 92, 92¼, 93, 94, 95, 96, 97½, 97¼, 98, 99, 100, 101, 102, 103, 104, 105, 106½, 106¼, 136-3/4, 107½, 107,108, 108½, 109, 110½, 110, 111, 112, 113, 114, 119, 120, 118, 117, 115, 116, 103¾, 153 and 108-3/4, Sheet 7, Ward 4.

P. Being lots 215, 217, 220, 221, 224, 225 and 226, Sheet 8, Ward 4.

Q. Being lots 1, 1½, 2, 2½, 3, 15, 18, 18½, 13, 13½, 14, 14¼, 14½, 14-3/4, and that area bounded on the North and West by Victoria Road, as originally layed out, and on the South and East by Victoria Road as now relocated, Sheet 12, Ward 4.

R. Being lot 12½, Sheet 12, Ward 4.

S. BEGINNING at a point at the intersection of the southeastern margin of Victoria Road with the western margin of McDowell Street as shown on Sheet 12, Ward 4 and runs thence with said western margin of McDowell Street in a southerly direction to the point on said margin where the existing Industrial Zone begins; thence in a westerly direction along the northern boundary of said existing Industrial District to a point 250' from the said western margin of McDowell Street; thence in a northern direction on a line parallel with and 250' from said western margin of McDowell Street measured perpendicularly thereto to a point in said southeastern margin of Victoria Road; thence in a northeasterly direction with the said margin of Victoria Road to the place of BEGINNING.

T. Being lots 210, 209, 1-3/4, 4-3/4, 67, 68, 69, 70, 71 and 219, Sheet 19, Ward 4.

Section 34. That the property bounded and described as follows is hereby rezoned from RA-6 Residential District to Commercial District:

A. Being lots 26¼, 26½, 26-3/4, 31, 32, 32½, 3[illegible], 29, 27½, 2[illegible], 33, 33¼, 33½, 34, 35, 36, 37, 60, 61, 58, 59, 132, 133 and 129½, Sheet 2, Ward 2.

B. Being lots 89, 94, 1[illegible], 1[illegible], 2[illegible], 124-3/4, 125, 91, [illegible], 95, 122, 121, 126, 117, 116, 126½, 90, 92, 76, 77, 27, 99, 120, 121, 120½, 119, 118, 96, 122, 123, 124, 128 through 135, 137, 138, 139, lot 136 which is in RA-6 Residential District, 94, 85, 95, that portion of lot 126 which is in RA-6 Residential District, 42, 42½, 46, 47, that portion of lot 15 which is in RA-6 Residential District of Sheet 2, Ward 4.

C. Being lot 23, Sheet 12, Ward 4 and lots 5 and 220, Sheet 19, Ward 4.

D. Being lot 3 and that portion of lot 69 which is now zoned RA-6 Residential District on Sheet 13, Ward 4.

E. Being lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 20 through 26, 71, 72, 73, and 73¼, 13, 17, 18 through 118, Sheet 13, Ward 6; lots 31, 44, 45, 102, 173, 173½, 174 through 178, 201 through 202, 329 through 333, Sheet 8, Ward 6.

Section 35. That the property bounded and described as follows is hereby rezoned from RA-6 Residential District to Commercial District:

A. Being lots 182, 182½, 183, 184, 185, 186, 186½, 187, 187½, 188, 188½, 189, 189¼, 189½, 190, 190½, 191, 191, 192, 193, 176, 176¼, 176½, 176-3/4, 175, 195½, 474, 460, 337, 336, 335 and 334, Sheet 1, Ward 4.

B. Being lots 147, 147½, 149, 151, 152, 153, 155, 157, 159, 161, 162, 163, 166, 167, 169, 169½, 171 and 173, Sheet 2, Ward 4.

C. Being lots 231, 232, 233, 234, 235, 236, 236¼, 237, 237¼, 238, 239, 240, 241, 241¼, 241½, 241-3/4, 242, 243, 244, 245, 246, 246¼, 247, 247¼, 247½, 248, 249, 250, 250½, 251, 252, 253, 253¼, 253½, 254, 255, 264 through 278, and lot 281, Sheet 6, Ward 4.

D. Being lots 302, 303, 304, 305, 369 and 370, Sheet 8, Ward 6.

E. Being lots 49, 50, 51, 52, 53, 219, 82½, 220, 221, 222, 225, 228, 82-3/4, and that portion of lots 61, 62, 63, 64 and 65 presently zoned RA-5 Residential District, Sheet 7, Ward 6.

Section 36. That the property bounded and described as follows is hereby rezoned from RA-6 Residential District or Business District, as the case may be, to Commercial District:

A. BEGINNING at a point in the eastern margin of McDowell Street at the westernmost corner of lot of record designated Lot 6-3/4 of Sheet 12, Ward 4, said point being also in the south or southeastern margin of Victoria Road and runs thence in a northeastern direction with the southern margin of Victoria Road to the southeastern corner of lot of record designated Lot 26 of said sheet and ward; thence in a south or southwestern direction to the eastern line of lot 26 and the south-eastern line of lot of record designated lot 22 to a point in the same which when measured perpendicularly to the eastern margin of McDowell Street lies 250' east thereof and measured parallel with the eastern margin of McDowell Street; thence in a southern direction on a line parallel with and measured perpendicularly to the eastern margin of McDowell Street and 250' therefrom to a point in the southern line of lot 6 of said sheet and ward; thence with the southern line of lot 6 in a westerly direction to said eastern margin of McDowell Street; thence with said eastern margin of McDowell Street in a northerly direction to the place of BEGINNING.

Section 37. That sub-section B. of Section 8 is hereby repealed and a new sub-section B. is hereby enacted in lieu thereof as follows:

B. Area and Residential Uses.

1. No building or land may be used for dwelling or apartment house purposes except that such use in existence at the time of the enactment of this amendment may be continued as non-conforming use as provided in Section 10 of said Ordinance #322 and further may be established or changed to other such dwelling or apartment house uses provided such uses are carried on within pre-existing buildings constructed for dwelling or apartment house use at the time of the effective date of this amendment and provided that any building and lot containing one or more dwelling units shall comply with the area and dimensional requirements of RA-5 Residential District as set forth in Section 5 of said Ordinance #322, as amended.

2. Where a lot abuts upon the side of a lot zoned residential there shall be a side yard of not less than eight (8) feet in width.

Section 38. That Section 8 is hereby amended by adding thereto the following sub-section which is hereby enacted:

C. Off-Street Parking Requirements. Same as Commercial District, Section 7.1 as herein amended.

Section 39. That Section 8 is further amended by adding thereto the following sub-section which is hereby enacted:

D. Off-Street Loading and Unloading: Same as Commercial District, Section 7.1 as herein amended.

Section 40. That the property bounded and described as follows is hereby rezoned from Commercial District to Industrial District:

A. BEGINNING at a point in the eastern margin of Riverside Drive and in the northern boundary line of the present Industrial District, said beginning point being the southwest corner of Lot 9, Sheet 10, Ward 3; and thence with the southern line of said lot 9 to the southeast corner of the same; thence runs in a northerly direction with the rear or eastern lines of lots 9 and 10, Ward 3, Sheet 10, to a point in the southern line of

Lot 244, Sheet 7, Ward 3; thence in a westerly direction with the southern line of said Lot 244 to a point [illegible] 20) feet(measured perpendicularly) from the eastern margin of Riverside Drive; thence runs in a northern direction (parallel to and 20.0' from the eastern margin of Riverside Drive) crossing said Lot 244 to a point in the [illegible] line of Lot 66, Sheet 7, Ward 3; thence runs in a westerly direction with said southern line of said lot 65 to the northwest corner of Lot 150, Sheet 7, Ward 3; thence runs in a southwestern direction with the eastern line of Lot 150 to the southeast corner of same in the eastern margin of Riverside Drive; thence [illegible] in a southerly direction with said eastern margin of Riverside Drive to the southwest corner of Lot 32, Sheet 6, Ward 3; thence in an easterly direction with the southern line of said Lot 32 to its southeast corner; thence [illegible] with the rear or eastern lines of lots 32 and 33, Sheet 6, Ward 3 to the southeast corner of said lot 33; thence in a southeasterly direction crossing Pearson Drive in a straight line to the northwest corner of Lot 21, Sheet 6, Ward 3, in the eastern margin of Pearson Drive, and runs thence with the rear or southern line of said Lot 21 to the southeast corner of the same; thence with the rear or southeastern lines of lots 21, 22, 23, 24, 25, 26, 27, Sheet 6, Ward 3 to a point in the southern line of Lot 74; thence with the said southern line of said Lot 74 in an easterly direction to its southeast corner; thence with the rear or southeastern lines of lots 74, 73, 72, 71, 10, Sheet 6, Ward 3 to the northeast corner of said lot 10; thence in a northeasterly direction to the southeast corner of lot 80, Sheet 6, Ward 3; thence with the east or southeast line of said lot 80 to its northeast corner; thence northwesterly to the southwest corner of lot 8, Sheet 6, Ward 3; thence in a northeasterly, then northerly, then northerly direction with the south and east boundary lines of said Lot 8 crossing Montford Avenue in a northwestern direction and in a straight line to the southeast corner of lot 27, Sheet 5, Ward 3; thence with the eastern line of said lot 27 in a northerly direction to the southern boundary line of lot 26; thence with said southern boundary line of lot 26 in an eastern direction to the eastern margin of an unnamed street known on said sheet 5, ward 3; thence crossing said unnamed street in a northwesterly direction to the southeast corner of Lot 32, Sheet 5, Ward 3; thence with the southeast line of said lot 32 and an extension thereof in a northeasterly direction to the City Limit line; thence with the City limit line in a westerly direction to the City Limit line in the eastern bank of the French Broad River; thence following said City Limit line and French Broad River in a southwesterly direction to the southwest corner of Lot 7, Sheet 10, Ward 3; thence runs in a southeasterly direction with the southern lines of Lots 7 and 8, Sheet 10, Ward 3 to the southeast corner of said lot 8 in the western margin of Riverside Drive; thence in a southeasterly direction crossing said Riverside Drive to the point of the BEGINNING.

Section 41. That the property bounded and described as follows is hereby rezoned from RA-5 Residential District to Industrial District:

A. Being lots 42, 9, 10, 35, 36, 37, 38, 39, 40, 41 and that portion of lots 8 and 8½ which are presently zoned RA-5 Residential District, Sheet 3, Ward 6.

B. Being lots 282 and 281, Sheet 5, Ward 5.

C. Being lots 98 through 101, and 119, Sheet 8, Ward 5.

D. Being that portion of Lot 1 which is presently zoned RA-5 Residential District, 8, 8½, 9½, 9, 10, 11 and 157, Sheet 11, Ward 3.

E. Being lots 12, 11, 13, 13½, 14, 15½, 15, 10, 9, 8, 7, 111, 112, 113, 110, 109, 108, 121 through 141, Sheet 16, Ward 3.

Section 42. That the property bounded and described as follows is hereby rezoned from Neighborhood Trading Area to Industrial District:

A. Being lots 285 and 286, Sheet 5, Ward 5.

B. Being lots 151 and 150½, Sheet 2, Ward 6.

Section 43. That the designation of Business District as Section 6 is hereby changed to Section 7 and that the designation of Neighborhood Trading Area as section 7 is hereby changed to Section 6.

Section 44. That sub-section B. of Section 10 is hereby repealed and a new sub-section C. is hereby enacted in lieu thereof as follows:

C. A non-conforming use may be changed to a use of the same or higher classification according to the provisions of this ordinance. When a district shall hereafter be changed, any then existing non-conforming use in said district may be continued or changed to a use of a similar or higher classification provided all other regulations governing the new use are complied with. Whenever a non-conforming use of a building has been discontinued or changed to a higher classification or to a conforming use, such use shall not thereafter be changed to a non-conforming use of a lower classification. The order of classifications of uses from the highest to lowest for the purposes of this section shall be as follows:

1. R-10 Residential District.
2. R-8 Residential District.
3. RA-6 Residential District.
4. R-6 Residential District.
5. Institutional District.
6. Neighborhood Trading Area.
7. Business District.
8. Commercial District.
9. Industrial District.

Section 45. That sub-section D. of Section 10 is hereby repealed and a new sub-section D. is hereby enacted in lieu thereof as follows:

D. Any non-conforming building, which has been damaged or partially destroyed by fire or other causes may be reconstructed or restored and used as before, provided said reconstruction or restoration is commenced within 180 days of such damage or destruction, unless the building has been declared a total loss by the Building Inspector or his duly authorized representative, in which case any repair, reconstruction, restoration or use shall be in conformity with the provisions of this Ordinance.

Section 46. That the first sentence of the second introductory paragraph of Section 11, reading as follows, "The Board shall consist of five (5) members appointed by the City Council for a term of Two years", is hereby repealed and the following sentence is hereby enacted in lieu thereof as follows:

The Board shall consist of five (5) members appointed by the City Council for a term of three (3) years.

Section 47. That sub-paragraph 1 of Section 19 entitled "Accessory Building" is hereby repealed and a new sub-paragraph 1 is hereby enacted in lieu thereof as follows:

1. ACCESSORY BUILDING. A subordinate building, the use of which is incidental to that of a principal building on the same plot.

Section 48. That Section 19 is hereby amended by inserting following section 2, a new sub-paragraph 2.1 which is hereby enacted as follows:

2.1 ALTERATIONS. See Structural Alterations.

Section 49. That sub-paragraph 38 of section 19 entitled "Structural Alterations" is hereby repealed and a new sub-paragraph 38 is hereby enacted in lieu thereof as follows:

38. STRUCTURAL ALTERATIONS. Alteration, as applied to a building or structure, means a change or rearrangement in the structural parts or in the exit facilities or an enlargement, whether by extending on a side or by increasing in height; or the moving from one location or position to another; the term "Alter" in its various moods and tenses and its participial forms, refers to the making of an alteration.

Section 50. That sub-paragraph 42 of Section 19 entitled "Yard, Front", is hereby repealed and a new sub-paragraph 42 is hereby enacted in lieu thereof as follows:

42. YARD, FRONT. A yard across the full width of the lot, extending from the front line of the building to the front line of the lot, excluding steps.

Section 51. That the office of the City Engineer is hereby authorized and directed to make the changes as hereinbefore enacted in said zoning map.

Section 52. That if any section, sub-section, sentence, clause or phrase of this ordinance is for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, sub-section, clause, and phrase thereof, irrespective to the fact that any one or more sections, sub-sections, sentences, clauses or phrases be declared invalid.

Section 53. That all ordinances and clauses of ordinances in conflict herewith be and are hereby repealed.

Section 54. That this ordinance shall be in full force and effect fifteen days from date of final passage.

I move the adoption of the foregoing ordinance, this 1 day of November, 1956.

Frank Calvaney
COUNCILMAN

SECONDED BY: W. F. Albery
COUNCILMAN

Read, approved and adopted, this 15 day of November, 1956, to become effective 30 day of November, 1956.

APPROVED AS To FORM:

Robt. W. Wells
CORPORATION COUNSEL

F. T. Coller
MAYOR

Margaret Simmons
CITY CLERK

[illegible]

Councilman Morgan introduced resolution authorizing Mayor to execute agreement with Southern Railway Company, which was, upon motion of Councilman Morgan, seconded by Councilman Albery, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 13 at page 352.

THIS AGREEMENT, made and entered into by and between SOUTHERN RAILWAY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Virginia, hereinafter for convenience styled the Railway Company, party of the first part; and CITY OF ASHEVILLE, North Carolina, a municipal corporation created and existing under and by virtue of the laws of the State of North Carolina, hereinafter for convenience styled the City, party of the second part;

W I T N E S S E T H:

THAT the RAILWAY COMPANY, for and in consideration of the covenants of the City upon its part to be kept and performed, as hereinafter expressed, hereby gives and grants unto the City, in so far as the Railway Company's present title enables it so to do, the right or license, determinable as hereinafter provided, to construct and maintain a temporary twelve (12) inch cast iron water pipe across the right of way or property and over the main tracks of the Railway Company running between Asheville and Salisbury, and tracks tributary thereto, at a point 922 feet southwest of Milepost S-139, at BILTMORE, in the State of North Carolina, said pipe to be constructed upon the overhead bridge carrying McDowell Street over and across the right of way or property and tracks of the Railway Company by means of suitable and sufficient fixtures to hold the same, substantially as shown in red upon the print of Drawing No. 18816-R1, dated July 26, 1956, revised August 15, 1956, hereunto annexed and hereby made a part of this agreement; it being understood that the City has obtained from the State, County or other proper authority, the right to construct said pipe upon the present overhead bridge now extending

[illegible] tracks of the Railway Company, as shown on said print annexed hereto.

[illegible] in consideration of said license:

1. That this license is a personal privilege to the City hereunder, and shall not be transferred or assigned without the consent, in writing, of the Railway Company.

2. That in the installation and construction of said pipe upon said bridge and across the right of way or property and over the tracks of the Railway Company, as aforesaid, the City will conform in all respects to the plans and specifications shown and noted upon said annexed print, and such other specifications as may be prescribed by the Railway Company; it being understood that the work of attaching said fixtures to said bridge and constructing and maintaining said pipe across the right of way or property of the Railway Company shall be done at the sole cost and expense of the City and at all times during its progress be subject to the inspection and supervision, and upon its completion to the approval, of the proper officer of the Railway Company.

3. That the City will maintain said pipe, at all times during the existence of the same upon said bridge and across the right of way or property and over the tracks of the Railway Company, in such condition that said pipe, or the use thereof by the City, shall not be or become an obstruction to, or interfere with the safe and proper maintenance of the roadbed of the Railway Company or the tracks or structures upon the same, or endanger life or limb of employees of the Railway Company or other persons on said right of way or property of the Railway Company.

4. That in the event that the Railway Company shall, at any time hereafter during the life of this agreement, make any change in its roadbed, or the structures thereon, or construct any additional tracks or structures upon its said right of way or property, and shall find it necessary or advisable to disturb said pipe or change the location, grade or construction thereof in so doing, then and in such event the City will, at its own cost and expense, upon notice, in writing, so to do, served upon it by the Railway Company, change the location, grade or construction of said pipe in accordance with the requirements of the Railway Company and thereafter maintain the same hereunder in all other respects as herein provided.

5. That the privilege hereby granted is to be used and enjoyed at the sole risk of the City, and, in consideration of the benefit to be derived therefrom, the City covenants hereby that it will indemnify and save harmless the Railway Company from and against any and all risks, loss, injury, damage or expense accruing from or by reason of the construction or maintenance of said pipe upon said bridge and across the right of way or property and over the tracks of the Railway Company, or the use of the same by the City hereunder, whether such loss, injury, damage or expense is due in whole or in part, proximately or remotely, to the ownership of said pipe across the right of way or property of the Railway Company, or whether it may be attributable to any extent to the negligence of the Railway Company or otherwise.

[illegible] IT IS MUTUALLY COVENANTED AND AGREED:

6. That either party hereto may terminate this agreement at any time hereafter by serving upon the other sixty (60) days' notice, in writing, of the election to terminate the same; and at or before the expiration of the time limited by such notice, the City will remove said pipe from the right of way or property of the Railway Company and restore said right of way or property to condition existing prior to the construction of said pipe thereupon; or, in default thereof, the Railway Company may, as it may elect, bring an action to require the removal of said pipe and restoration of said right of way or property, as aforesaid, or may itself cause the same to be done and restore the condition of said right of way or property, at the expense of the City.

IN WITNESS WHEREOF, the parties hereto have executed these presents, in duplicate, each part being original, and this [illegible] shall become effective as of the _____ day of _____, 1956.

In presence of:

. . . . . .

. . . . . Railway Company . . . .

In presence of:

. . . Margaret [illegible] . . . . .
City Clerk

. . . . . .
. . . . . City

(Seal)
11-15-56 Draft
1956

SOUTHERN RAILWAY COMPANY,
By
. . . . . .
Vice President

CITY OF ASHEVILLE, North Carolina,
By
. . . . . .E. W..ller. . . . . .
Mayor

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret [illegible]
CITY CLERK

Thursday, November 29, 1956 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, November 29, 1956, at 4:00 o'clock P. M. with the Vice-Mayor Frank M. Mulvaney presiding. Present: Councilmen J. W. McRary, R. I. Presley, W. F. Algary, T. [illegible] Sumner, C. B. Morgan, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and aporoved.

MAYOR

Mr. Guy Weaver, attorney for Estelle Bradley, presented a claim for damages for personal injuries in the amount of $150.00, which was referred to the Corporation Counsel for investigation.

STATE OF NORTH CAROLINA)
COUNTY OF BUNCOMBE)

CITY OF ASHEVILLE
November 23, 1956

TO: THE HONORABLE MAYOR AND CITY COUNCIL

Gentlemen:

On behalf of Estelle Bradley, No. 16 Richey Street, City of Asheville, N. C., I wish to file notice

a claim of personal injury sustained on account of a fall occasioned by a broken pavement, at or near the junction of McDowell Street and the Street leading down to the freight depot on the Southern Railway, North of the overhead bridge, which occurred on Monday, September 25, 1956.

I am advised that the Claimant previously notified the City of this injury but no action has been taken according to my information.

The Claimant sustained injury to her lower limbs and shock which required some hospitalization and treatment by Dr. Bruce Galloway. The Claimant filed notice for One Hundred Fifty ($150) Dollars.

Very respectfully,

S/ Guy Weaver
Attorney for Estelle Bradley

[illegible] COMMISSION FOR BUNCOMBE

[illegible]

Councilman Morgan introduced a resolution authorizing the calling of certain City of Asheville bonds and authorizing the Sinking Fund Commission for Buncombe County to publish notice in The Bond Buyer of New York, which was, upon motion of Councilman Morgan, seconded by Councilman McRary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 353.

[illegible]

The City Manager presented a proposal of Commercial Foresters, Inc. in regard to preparing certain city timber below North Fork watershed for possible sale.

November 27, 1956

[illegible] Weir, City Manager
Asheville, North Carolina

Dear Sir:

Reference is made to our discussion regarding the harvesting of timber from property owned by the City of Asheville below the North Fork Reservoir. We understand that a portion of the area referred to has been leased by the city for a sand and gravel operation and only a limited amount of time is available for the sale and removal of timber. We further understand that the City wishes to include all the areas in the vicinity of the Branch (a small stream flowing into North Fork below the reservoir) in the proposed timber harvesting operation in order to make way for its possible future development as a recreational area.

An examination on the ground reveals that there is a merchantable stand of timber on the watershed of Chute Branch. The topography of this area is too steep to permit the construction of a logging road leading up the stream on city property. However, it is possible to construct a logging road across adjacent privately-owned property in such a manner that the timber on Chute Branch can be made accessible. The adjoining landowners have given assurance that this approach will be permitted. We anticipate, of course, that the purchaser of the timber will bear the expense of road building.

If the City wishes to undertake the development of this area below the reservoir, we offer our assistance on the timber harvesting phase along these lines:

1. Determine the volume of merchantable timber on that portion of the area where timber removal is necessary for the sand and gravel operation.

2. Mark the trees for cutting on the adjacent area of Chute Branch with proper regard being given to leaving the area in an attractive and protective condition.

3. Prepare volume estimates of all timber to be cut for prospective purchasers.

4. Locate a road system which will make the area accessible for timber harvesting and forest fire protection.

5. Consult with the City Attorney in preparing appropriate material for advertising the timber for sale, and in preparing a sale contract which will safeguard the City's interest.

6. Through personal contacts with timber operators obtain bids to insure competition.

7. Inspect the purchaser's operation throughout the life of the contract to insure compliance.

We feel that our service will insure full value being received from any timber cut. Our fee will be fifteen percent of the gross selling price of the timber, with ten percent payable upon receipt of payment by the City and the remaining five percent payable upon completion of the timber cutting operation.

There will probably be minor details to work out between you, the City Attorney and ourselves. We shall be glad to make ourselves available for consultation on such points at any time.

Very truly yours,

COMMERCIAL FORESTERS, INC.

RAW:cr

S/ Richard A. Wood
Richard A. Wood

Councilman Sumner moved that the proposal of Commercial Foresters, Inc. be accepted, and that the City Manager be authorized to advertise for bids of the timber according to specifications prepared by Commercial Foresters, Inc., which motion was seconded by Councilman McRary and unanimously adopted.

[illegible] RENEWAL - [illegible] ACTION CONTEMPLATING
[illegible] PROGRAM FOR FEDERAL ASSISTANCE

Mr. Moore Bryson, on behalf of the Urban Renewal Commission, presented a resolution contemplat-

...renewal, and requested the Council to adopt this reco...
...tion.

...moved that said resolution be adopted, which motion was ...
...seconded by ... and carried by a vote of ...

...resolution will be found in Resolution Book # 3 at page 354.

...a petition signed by ... of the Asheville Agricultural Development Council, Inc., extending an ... to the City Auditorium on Saturday at 12 o'clock of representa... of the winner of the 1956 WNC Agricultural Community Develop...

... W. Kays Thorpe reported to the Council that a resolution be adopted expressing ... to the Farm Journal and Reader's Digest for articles concerning Asheville and western North Car... and requested the Corporation Counsel to prepare such a resolution.

There being no further business, the meeting was upon motion adjourned.

VICE-MAYOR

Frank M. Mulvaney.

Margaret Simmons
CITY CLERK

Thursday, December 6, 1956 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, December 6, 1956, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, W. F. Algary, J. W. McRary, T. B. Sumner, F. M. Mulvaney, R. I. Presley, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

TREES

A communication was received from the Men's Garden Club of Asheville endorsing a tree conservation and planting program for the city. This communication was referred to the City Manager.

ORDINANCE #395 - AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", AS AMENDED

This being the date set for the public hearing on the proposed Ordinance #395, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", AS AMENDED, said public hearing was held.

After discussion of the provisions of the proposed ordinance, Councilman Sumner moved that the proposals heretofore recommended by the Planning and Zoning Commission and embraced in the proposed ordinance be referred to the Planning and Zoning Commission for additional study and recommendation, with a suggested modification whereby portions of properties proposed to be rezoned which abut on Patton Avenue would still not be allowed to locate a structure within 35 feet of Patton Avenue, which motion was seconded by Councilman Algary and unanimously adopted.

AGRICULTURAL DEVELOPMENT PROGRAM - RESOLUTION OF APPRECIATION (John Strohm, Farm Journal and Country Gentleman, The Reader's Digest, and Agricultural Development Council)

Councilman Morgan introduced a resolution relating to western North Carolina agricultural development program, which was, upon motion of Councilman Morgan, seconded by Councilman McRary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 355.

SOUTHERN RAILWAY - AGREEMENT RIGHT-OF-WAY FOR SEWER LINE (Pearson Road)

Councilman Sumner introduced a resolution authorizing Mayor to execute right-of-way agreement with Southern Railway Company for Pearson Road sewer line, which was, upon motion of Councilman Sumner, seconded by Councilman Presley, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 356.

THIS AGREEMENT, made and entered into this _____ day of _____, 195_, by and between SOUTHERN RAILWAY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Virginia, hereinafter styled the Company, of the first part; and CITY OF ASHEVILLE, North Carolina, a municipal corporation created and existing under and by virtue of the laws of the State of North Carolina, hereinafter styled the LICENSEE, of the second part;

W I T N E S S E T H:

THAT the COMPANY, in consideration of the covenants of the Licensee, hereby gives and

grants unto the Licensee, in so far as the Company's present title enables it so to do, and subject to the terms and conditions herein expressed, the right or license to construct and maintain an eight (8) inch sewer pipe line, with two (2) manholes therein, upon and across the right of way or property and under the main tracks of the Company, at a point 2028 feet northeast of Milepost S-143, at or near ASHEVILLE, in the State of North Carolina, said pipe line to be of terra cotta construction from the northwesterly boundary line of said right of way or property of the Company to the manhole located 19 feet northwest of the center line of the eastbound main track of the Company and of cast iron construction for the remaining distance on said right of way or property; the above mentioned installation, together with appurtenances, if any, in connection therewith, being hereinafter referred to as "Facility" and being located substantially as shown on print of Drawing No. 18848, dated September 12, 1956, hereunto annexed and hereby made a part of this agreement.

AND the LICENSEE hereby covenants and agrees in consideration of said license:

1. That the Licensee will install or construct, operate and thereafter maintain said Facility in such manner and condition that the same will not in any way interfere with the safe and proper operation and maintenance of the railroad of the Company or business conducted thereon, or endanger life or limb of persons on the premises of the Company. The Licensee further agrees to install or construct and thereafter maintain and use the Facility in accordance with (a) plans and specifications (if any) shown or noted on said annexed print and such other specifications as may reasonably be prescribed by the Company, (b) applicable rules and regulations prescribed therefor by statute or by proper Governmental authority, and (c) applicable current specifications adopted by the Association of American Railroads in so far as they do not conflict with plans and specifications or rules and regulations mentioned in items (a) and (b) above.

2. That in the event the construction, maintenance, use or control of the right of way and property of the Company or present or future tracks or structures thereupon shall make necessary or advisable any change in the location, grade, elevation or construction of the Facility, the Licensee agrees that it will, at its own cost and expense, upon written notice to it by the Company, make such change in said Facility as may be necessary to meet the requirements of the Company for the purposes aforesaid, and thereafter maintain the same hereunder in all other respects as herein provided.

3. That the Licensee shall be responsible for any and all injury to or death of persons or loss of or damage to property which may accrue from or be attributable to the construction, maintenance, use or presence of the Facility upon the right of way or property of the Company, whether said loss, injury or damage shall result from the negligence of the Licensee, its agents or employees, in or about or in connection with the construction, maintenance, or use of said Facility, or otherwise; and the Licensee shall indemnify and save harmless the Company from and against any and all such loss, injury or damage.

4. That in the event that the Licensee shall make default in the performance of any one or more of its covenants in this agreement contained, or in the event that the said Facility shall by reason of improper maintenance or otherwise become a source of danger to, or be likely to interfere with, the operations of the Company on its said line of railroad, and the Licensee shall not remedy such default or the condition complained of by the Company within thirty (30) days after being notified by the Company so to do, then and in either of such events the license hereby granted may, at the expiration of such thirty (30) day period, at the option of the Company, be deemed to be forfeited, and the Licensee shall, at its own cost and expense, upon being notified by the Company, in writing, so to do, forthwith remove its said Facility from the right of way or property of the Company and restore said right of way or property to condition existing prior to the construction of said Facility thereupon; or, in default thereof, the Company may bring an action to require the removal of said Facility by the Licensee, or may itself remove the same and restore the condition of said right of way or property, at the expense of the Licensee; PROVIDED, however, that in the event of an emergency necessitating, in the judgment of the proper officer of the Company, immediate repairs to said Facility, then and in such event the Licensee shall do and perform the requisite work forthwith upon request of the Company, or, failing so to do, the Company may itself make such repairs, but at the cost and expense of the Licensee.

5. That the Licensee will pay, upon the execution and delivery of this agreement, the sum of None as a contribution toward the engineering, legal and supervision expense incurred by the Company.

AND IT IS MUTUALLY COVENANTED AND AGREED:

6. That this agreement shall inure to the benefit of and be binding upon the respective successors, heirs and assigns of the parties hereto, as well as upon the parties themselves.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written. Done in duplicate, each part being an original.

In presence of:

_____

_____
As to Company.

SOUTHERN RAILWAY COMPANY,
By
_____
Vice President.

In presence of:

_____

_____
As to Licensee

CITY OF ASHEVILLE, North Carolina,
By
E. W. Eller
Mayor

ATTEST:

Margaret Simmons
City Clerk
(Seal)

11-9-56 DT/cgc
12706

AUDIT

The City Manager presented the Audit Report of the City of Asheville for the period ending September 30, 1956.

BUDGET

The City Manager presented the statement showing the budget position of the City for the period ending November 30, 1956.

There being no further business, the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

Thursday, December 13, 1956 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, December 13, 1956, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen T. B. Sumner, F. M. Mulvaney, R. I. Presley, C. E. Morgan, J. W. McRary, W. F. Algary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

[redacted]

There was a discussion concerning the proposed Ordinance #395. Mr. Robertson Wall, attorney for Westgate Regional Shopping Center, spoke in behalf of the passage of this ordinance. Mr. Anthony Redmond, secretary of the Planning and Zoning Commission, discussed the ordinance. No action was taken by the Council, awaiting a recommendation from the Planning and Zoning Commission.

There being no further business, the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

Thursday, December 20, 1956 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, December 20, 1956, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen R. I. Presley, C. E. Morgan, J. W. McRary, F. M. Mulvaney, T. B. Sumner, W. F. Algary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

[redacted]

Councilman Mulvaney introduced a resolution authorizing Mayor to enter into lease with James T. Burnette for space in city building, which was, upon motion of Councilman Mulvaney, seconded by Councilman Morgan, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 357.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 20 day of December, 1956, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the LESSOR, and JAMES T. BURNETTE, of Buncombe County, North Carolina, hereinafter called LESSEE;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz.: The entire space in the extreme northern end of the lobby or hallway of the first or main floor of the City Hall Building, Asheville, N. C., consisting of approximately 186 square feet of space behind or north of the existing service counter or partition; together with the right to place stools immediately in front of or south of said service counter, together with the right to place one or more tables for the use of the customers of the lessee in front of or south of said service counter, the number and general location of said tables to be first approved by the City Official in charge of managing said City Hall Building; said premises to be used and occupied by the Lessee for the purpose of operating a sandwich shop and the general sale of soft drinks, cigarettes, candies, and other incidentals in connection with the operation of such a sandwich shop.

2. To have and to hold the said premises with their appurtenances for the term of one year beginning the first day of January, 1957 and ending the 31st day of December, 1957.

3. The Lessee shall pay the Lessor rent at the rate of Seven Hundred Twenty and 0/100 ($720.00) Dollars per year, payable in equal monthly installments of $60.00 each in advance on the first day of each month beginning on the 1st day of January, 1957 and continuing for the period of this lease.

4. The Lessee shall not assign this lease nor sub-let the premises or any part thereof without the prior written consent of the Lessor.

5. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

6. The Lessor shall furnish to the Lessee heat, water and electricity during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence; and the Lessee shall furnish his own janitor service, and agrees to keep said leased premises and the space immediately south of same used by his customers in a clean and sanitary condition.

7. The Lessor shall maintain said premises in good repair and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, customers, guests, or employees.

8. That if the demised premises shall be damaged by fire or other casualty without the fault or negligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building on said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

9. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture, dish-washing sinks and other equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

10. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term hereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has hereunto set his hand and seal the day and year first above written; this contract being executed in duplicate originals, one of which is retained by each of the parties.

ATTEST:

Margaret Simmons
City Clerk

(Seal)

CITY OF ASHEVILLE

By E. W. Eller
Mayor

(SEAL)

[redacted] DELINQUENCY -
[redacted]

City Manager Weir introduced two members of the Police Department who have had special training in connection with juvenile work, Sergeant Harry Godwin, graduate of the University of Southern California Delinquency Control Institute, and Eugene Jarvis, graduate of Juvenile Officers Institute of Minnesota, who were trained through the cooperation of the Police Department, the City of Asheville, and the Childrens Welfare League.

[redacted] McCOY - Protest
[redacted] Water Bill

Miss Fannie McCoy appeared before the Council to protest a water bill she claimed was excessive. This matter was referred to the City Manager.

[redacted] RELIEF

Councilman Sumner discussed the matter of Hungarian relief, and stated that while the city couldn't be committed officially to sponsoring refugees, asked councilmen to go on record as encouraging such action by appropriate civic or church organizations.

Following a discussion Councilman Algary moved that the City Manager be requested to write the United States State Department for information on procedures followed in receiving refugees, which motion was seconded by Councilman Morgan, and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

Thursday, December 27, 1956 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, December 27, 1956, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, C. E. Morgan, R. I. Presley, J. W. McRary, T. B. Sumner, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

[redacted] AVENUE - BUILDING
[redacted] - WESTGATE CORPORATION

A communication was received from Westgate Corporation agreeing not to erect any building within 35 feet of the state right of way which is 150 feet wide along Patton Avenue, which communication was directed to be forwarded to the Planning and Zoning Commission for their information.

December 21, 1956

Mr. Weldon Weir, City Manager
City of Asheville
City Building
Asheville, North Carolina

Dear Mr. Weir:

In appreciation for the splendid cooperation which the City of Asheville has given in the development of Westgate Regional Shopping Center, and in the interest of preserving the beauty of the western entrance to the city and to Westgate, we hereby agree to adhere to the building line on Patton Avenue which was in effect when this project was constructed. We will not erect any building within 35 feet of the state right of way which is 150 feet wide along Patton Avenue.

We have, and will continue to cooperate fully with the State Highway Department and the City Engineering Department in maintaining these approaches as places of beauty.

Thanking you for your very fine cooperation, we are

Sincerely yours,

WESTGATE CORPORATION

GC:mm

S/ George Coggins
George Coggins, President

For the information of the Council the City Manager reported the progress which is being made in the tree planting program for the City.

Forrest W. Harty appeared before the Council with a complaint that a faulty hydrant and poor water pressure hampered fighting a fire in the south section of the city on December 20th, and requested an inspection of all hydrants in this area.

The City Manager stated that periodic inspections are made of all hydrants in the city. Councilman Sumner suggested that a record be made of these inspections, and the City Manager stated he would instruct the Fire Department and Water Department to begin setting up an inspection record immediately.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, January 3, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, January 3, 1957, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, W. F. Algary, F. M. Mulvaney, J. W. McRary, R. I. Presley, T. B. Sumner, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Councilman Mulvaney introduced a resolution appointing a Municipal Board of Elections for a period of two years, which was, upon motion of Councilman Mulvaney, seconded by Councilman Sumner, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 358.

A committee representing the Haw Creek Lions Club, the C. W. Francy Post of the American Legion at Oteen, the Beverly Hills Community Club, and the Haw Creek Parent Teachers Association presented a petition to the City Council requesting the Council not to consider the sale of the upper nine holes of the Municipal Golf Course but to maintain the golf course intact, and further to replace the club house facility with a serviceable type building containing floor space for a registration desk, pro shop, facilities for soft drink stand, and ample toilet facilities. Mr. C. A. Pennington, Mr. W. A. Finlay and Mr. George W. Craig spoke in behalf of said petition.

Following a discussion, the City Manager was requested to secure an estimate as to the cost of this type of construction, including the use of the old club house if safe and practical.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, January 10, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, January 10, 1957, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, W. F. Algary, J. W. McRary, F. M. Mulvaney, R. I. Presley, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

The Council discussed the offer of R. P. Booth & Company to purchase "the upper nine" at the Municipal Golf Course for the sum of $45,000.00, and, upon motion of Councilman McRary, duly seconded by Councilman Mulvaney, the City Manager was authorized to advise this company that the Council did not elect to consider the sale of this property at this time, and to return to said company the check in the amount of $4,500.00 deposited with the city.

The City Manager advised the Council that the Engineering Department had submitted a report estimating that the club house facility could be replaced at a cost of approximately $29,400, including fixtures, and that without objection by the Council this construction would be undertaken immediately; and the Council was further advised that a revised schedule of rates would become effective as of January 1, 1957.

The City Manager presented to the Council the Annual Report of the Police Department.

The City Manager presented to the Council the statement showing the budget position of the city for the period ending December 31, 1956.

There being no further business, the meeting was upon motion adjourned.

CITY CLERK

Thursday, January 17, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, January 17, 1957, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen: W. F. Algary, C. E. Morgan, T. B. Sumner, F. M. Mulvaney, J. W. McRary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Councilman Mulvaney introduced a resolution commending Judge Guy Weaver as past chairman of Citizens Committee on Smoke Abatement, which was, upon motion of Councilman Mulvaney, seconded by Councilman Morgan, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 359.

Councilman McRary introduced a resolution appointing two members of Advisory Board as created by Ordinance #310, which was, upon motion of Councilman McRary, seconded by Councilman Algary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 360.

There being no further business, the meeting was upon motion adjourned.

CITY CLERK

Thursday, January 24, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, January 24, 1957, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen T. B. Sumner, J. W. McRary, C. E. Morgan, F. M. Mulvaney, W. F. Algary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and aproved.

A petition signed by property owners on Hamilton Street was presented to the Council requesting that the Council consider the re-zoning of this street from a commercial zone to a residential district.

This petition was referred to the Planning and Zoning Commission for study and recommendation.

Councilman Algary introduced a resolution authorizing the Mayor to execute leases with Henry B. Hood; F. Alfred Miller, E. Homer Miller, Chas. W. Miller and Miller Corporation; and amended lease with Charles S. Norburn and wife, Helen J. Norburn; for operating off-street parking facility by city, which was, upon motion of Councilman Algary, seconded by Councilman McRary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 361.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE AGREEMENT, made and entered into this 12th day of January, 1957, between HENRY B. HOOD, of Buncombe County, North Carolina, hereinafter referred to as LESSOR, and the CITY OF ASHEVILLE, NORTH CAROLINA, a municipal corporation, hereinafter referred to as LESSEE:

W I T N E S S E T H:

That Lessor, in consideration of the rents to be paid and the covenants and agreements hereinafter mentioned to be performed and kept by Lessee, does hereby lease and let unto Lessee all that tract or parcel of land hereinafter described, lying and being in the City of Asheville, Buncombe County, North Carolina, and more particularly described as follows:

BEGINNING at a stake in the Northern margin of Haywood Street, which said stake stands North 69 deg. 30' East 40.5 feet and North 71 deg. 54' East 17.65 feet from the intersection of said Northern margin of Haywood Street with the Eastern margin of Cumberland Avenue, and runs thence with said Northern margin of Haywood Street the following courses and distances: North 71 deg. 54' East 5 feet, North 73 deg. 01' East 22.57 feet, North 74 deg. 09' East 22.54 feet, North 75 deg. 33' East 22.51 feet, North 76 deg. 49' East 22.5 feet, North 78 deg. 14'

East 22.4 feet, North 79 deg. 26' East 7.38 feet to a stake, Southwestern corner of the Norburn property; thence with the Norburn line, North 12 deg. 23' West 127.96 feet to a stake in the Southern margin of an Alley; thence with said margin of said Alley South 74 deg. 13' West 129.66 feet to a stake, Northeastern corner of the Miller property; thence with the Miller line, South 14 deg. 29' East 124.67 feet to the place of BEGINNING. Being all of Lots 3, 4, 5, 6, 7 and part of Lots 2 and 8, as shown on a plat of Property of Altamont Company and H. H. Briggs, of record in the office of the Register of Deeds for Buncombe County, N. C., in Plat Book 5, at page 111, reference to which is hereby made for further purposes of description; being also the same land and premises conveyed to the Lessor by Altamont Company by deeds dated November 3, 1924, and recorded in Deed Book 294 at pages 61 and 62.

TO HAVE AND TO HOLD the same for a term of fifteen (15) years, commencing on the 1st day of February, 1957, and ending on the 31st day of January, 1972, on the following terms and conditions, to-wit:

1. Beginning February 1, 1957, and on or before the 1st day of each succeeding month thereafter during the life of this lease, Lessee shall pay to Lessor a monthly rental of Two Hundred Twenty-five ($225.00) Dollars.

2. The Lessee covenants and agrees as follows:

(a) That it will supervise and operate the property as a public parking lot in a proper and business-like manner, keeping proper records of all receipts from said operation and that it will charge for parking the prevailing prices for parking in lots substantially located as the premises above described.

(b) That the Lessor shall have the right to inspect any records of the Lessee relating to the operation of said parking lot, or any receipts therefrom, and shall have the right to make any other investigation or check of said receipts which may be necessary and proper.

(c) That it will pay all utilities and expenses in connection with the use and operation of said parking lot during the term of this lease.

(d) Lessee shall not assign this lease or sublet the premises without the written consent of Lessor, which consent, however, shall not be unreasonably withheld.

(e) Lessee hereby covenants and agrees to indemnify, protect and save Lessor harmless from and against any and all losses, damages, claims, liability, suits and actions, whether in law or equity, judgments and costs, because of injury or death to persons or damage to property, accruing while such persons or property are on, approaching or leaving the leased premises, or arising from the use of the leased premises, or arising from any cause at all connected with the use by Lessee of the leased premises.

3. Notwithstanding the stated term of this lease, Lessor shall have the right to terminate this lease at any time during the term hereof, by giving unto Lessee sixty (60) days' prior written notice, PROVIDED, Lessor has an immediate, bona fide plan and arrangement to improve the leased premises with buildings or other permanent improvements.

4. It is agreed that in the event that any rent shall be due and unpaid, or in the event of any default in any of the covenants herein contained to be kept and performed by the Lessee, or breach thereof, the Lessor may, at his option, declare the Lessee a tenant at will, and it shall be lawful for said Lessor to re-enter and take possession of said premises and remove all persons and articles therefrom.

5. It is understood that the premises hereby leased will be used as a single off-street parking facility in connection with all the other property now being so used under leases now of record with the City of Asheville, and that in event the gross proceeds received by the Lessee from all of said properties so used as a single off-street parking facility exceed the sum of $1200.00 per month for a period of any year, or a total of $14,400.00 for the year, the Lessee shall pay the Lessor as additional rental twenty-five per cent (25%) of any excess in gross proceeds over and above the said sum of $14,400.00.

6. The Lessee shall have the option to renew this lease at the expiration thereof for an additional period of four (4) years, upon such terms and conditions as may then be agreed upon between the parties hereto, provided Lessee shall give notice in writing to the Lessor of Lessee's intention and desire to negotiate said renewal not less than sixty (60) days prior to the expiration of the term of this lease.

7. The Lessor hereby covenants and agrees with the Lessee that subject to the terms and conditions hereinabove set forth, the Lessee shall have and enjoy the premises during the term herein provided for, free from the adverse claims of any and all persons whomsoever.

IN WITNESS WHEREOF, the said Lessor has hereunto set his hand and seal; and the said Lessee has caused this instrument to be executed in its name by its Mayor and attested to by its Clerk and its corporate seal attached, all under and by virtue of the authority duly granted by resolution adopted by the Council of the City of Asheville, this lease and the resolution authorizing same having been duly submitted to and approved as to form by its corporate counsel and all matters and things necessary and proper for the said City of Asheville to execute this contract having been duly and properly done, this the day and year first above written.

Henry B. Hood (SEAL)

ATTEST:

Margaret Simmons
City Clerk

(Seal)

CITY OF ASHEVILLE

By E. W. Eller
Mayor

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE AGREEMENT, made and entered into this ____ day of January, 1957, between J. ALFRED MILLER, E. HOMER MILLER, EMAL W. MILLER and MILLER CORPORATION, a corporation of the State of North Carolina, hereinafter referred to as LESSORS, and the CITY OF ASHEVILLE, NORTH CAROLINA, a municipal corporation, hereinafter referred to as LESSEE;

W I T N E S S E T H:

That Lessors, in consideration of the rents to be paid and the covenants and agreements hereinafter mentioned to be performed and kept by Lessee, do hereby lease and let unto Lessee all that tract or parcel of land situate, lying and being in the City of Asheville, Buncombe County, North Carolina, and more particularly described as follows:

BEGINNING at a stake at the intersection of the Northern margin of Haywood Street with the Eastern

margin of Cumberland Avenue, and runs thence with said Northern margin of Haywood Street North 69 deg. 25' East ____ feet to a stake, and North 71 deg. 54' East 17.65 feet to a stake, Southwestern corner of the Henry B. Hood property; thence with the Hood line North 14 deg. 29' West 124.67 feet to a stake in the Southern margin of an Alley, Hood's Northwest corner; thence with said margin of said Alley, South 74 deg. 13' West 107.52 feet to a stake at the intersection of the Southern margin of said Alley with the Eastern margin of Cumberland Avenue; thence with said margin of Cumberland Avenue, South 35 deg. 45' East 137 feet to the place of BEGINNING; being all of Lot 7 and part of Lot 8 as shown on a plat of property of Altamont Company and H. H. Briggs, of record in the office of the Register of Deeds for Buncombe County, N. C., in Plat Book 5, page 111; being also the same land and premises conveyed to the Lessors by deed dated January 18, 1939, from Wachovia Bank and Trust Company, recorded in said office in Book 413, page 366; reference to which said plat and deed is hereby made for further purposes of description.

TO HAVE AND TO HOLD the same for a term of fifteen (15) years, commencing on the 1st day of February, 1957, and ending on the 31st day of January, 1972, on the following terms and conditions, to-wit:

1. Beginning February 1, 1957, and on or before the 1st day of each succeeding month thereafter during the life of this lease, Lessee shall pay to Lessors a monthly rental of Eighty ($80.00) Dollars.

2. It is understood and agreed between the parties hereto that the Lessee shall operate on the premises hereby leased a public parking lot and shall conduct thereon operations auxiliary to the operation of a public parking lot and that said premises shall be used by the Lessee for no other purpose whatsoever; and in the event said premises shall cease to be used as a public parking lot this lease shall automatically terminate.

3. The Lessee covenants and agrees as follows:

(a) That it will supervise and operate the property as a public parking lot in a proper and business-like manner, keeping proper records of all receipts from said operation and that it will charge for parking the prevailing prices for parking in lots substantially located as the premises above described.

(b) That the Lessor shall have the right to inspect any records of the Lessee relating to the operation of said parking lot, or any receipts therefrom, and shall have the right to make any other investigation or check of said receipts which may be necessary and proper.

(c) That it will pay all utilities and expenses in connection with the use and operation of said parking lot during the term of this lease.

4. Lessee shall not assign this lease or sublet the premises without the written consent of Lessor, which consent, however, shall not be unreasonably withheld.

5. Lessee hereby covenants and agrees to indemnify, protect and save Lessor harmless from and against all losses, damages, claims, liability, suits and actions, whether in law or equity, judgments and costs, because of injury or death to persons or damage to property, accruing while such persons or property are on, approaching or leaving the leased premises, or arising from the use of the leased premises, or arising from any cause at all connected with the use by Lessee of the leased premises.

6. Notwithstanding the stated term of this lease, Lessor shall have the right to terminate this lease at any time during the term hereof, by giving unto Lessee sixty (60) days' prior written notice, PROVIDED Lessors have an immediate, bona fide plan and arrangement to improve the leased premises with buildings or other permanent improvements,

7. It is agreed that in the event that any rent shall be due and unpaid, or in the event of any default in any of the covenants herein contained to be kept and performed by the Lessee, or breach thereof, the said Lessee shall immediately, in any such event, become a tenant at will, and it shall be lawful for said Lessors to re-enter and take possession of said premises and remove all persons and articles therefrom.

8. The Lessee shall have the option to renew this lease at the expiration thereof for an additional period of _____ years, upon such terms and conditions as may then be agreed upon between the parties hereto, provided Lessee shall give notice in writing to the Lessors of Lessee's intention and desire to negotiate said renewal not less than sixty (60) days prior to the expiration of the term of this lease.

9. The Lessors hereby covenant and agree with the Lessee that subject to the terms and conditions hereinabove set forth, the Lessee shall have and enjoy the premises during the term herein provided for, free from the adverse claims of any and all persons whomsoever.

IN WITNESS WHEREOF, the said Lessors have hereunto set their hands and seals, or, if corporate, has caused this instrument to be executed by its duly authorized officers and its seal to be hereunto affixed; and the said Lessee has caused this instrument to be executed in its name by its Mayor and attested to by its Clerk and its corporate seal attached, all under and by virtue of the authority duly granted by resolution adopted by the Council of the City of Asheville, this lease and the resolution authorizing same having been duly submitted to and approved as to form by its corporate counsel and all matters and things necessary and proper for the said City of Asheville to execute this contract having been duly and properly done, this the day and year first above written.

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

ATTEST:

Secretary

MILLER CORPORATION

By _____
President

ATTEST:

City Clerk

CITY OF ASHEVILLE

By _____
Mayor

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS AGREEMENT, made this the 23 day of January, A. D. 1957, by and between CHARLES S. NORBURN and wife, MARY J. NORBURN, of the County of Buncombe, State of North Carolina, parties of the first part, hereinafter called LESSORS, and CITY OF ASHEVILLE, a municipal corporation of the State of North Carolina, party of the second part, hereinafter called LESSEE;

W I T N E S S E T H:

WHEREAS, on the 1st day of October, 1950, the parties hereto entered into a certain lease whereby the Le... were leased to the Lessee for a certain number of years, beginning on October 1, 1950, the premises known and descri... and therein and designated as Lots 155, 303½, 152, 151, 153, 154 and 134, Sheet 1, Ward 3 on the city tax maps; and

WHEREAS, said lease was modified and amended by a certain agreement entered into between the parties here... to on the ... day of February, 1951; and

WHEREAS, said lease was further modified and amended by a certain agreement entered into between the par... ties hereto on the 21st day of January, 1954; and

WHEREAS, both parties hereto desire and wish to amend said leases hereinabove referred to in the manner hereafter provided;

NOW, THEREFORE, in consideration of the premises and mutual benefits deriving to both parties from the execution of this agreement and the payment of One Dollar ($1.00) each to the other, the receipt of which is hereby acknowledged, it is mutually agreed as follows:

1. That beginning February 1, 1957, and on or before the 1st day of each succeeding month thereafter dur... ing the life of a lease entered into between Henry B. Hood and the City of Asheville dated January 12, 1957 for cer... tain property in the immediate vicinity of said Norburn property, to be operated by the city in conjunction with said Norburn property as a single off-street parki... Norburn property, to be operated by the city in conjunction with said Norburn property as a single off-street parking facility, the Lessee shall pay said Henry B. Hood a monthly rental of Two Hundred ($200.00) Dollars, the payment of which said monthly rental the parties hereto agree shall be made out of the first moneys received by the City of Asheville from the operation of all of said properties, including the Norburn property, as a single off-street parking project prior to the payment by the Lessee of the monthly rental of 50% of the gross receipts obtained by the city from the operation of the entire premises as a single public off-street parking facility to Lessors.

2. That beginning February 1, 1957, and on or before the 1st day of each succeeding month thereafter during the life of a lease entered into between J. Alfred Miller, E. Homer Miller, Chas. W. Miller and Miller Corporation and the City of Asheville dated January ____, 1957 for certain property in the immediate vicinity of said Norburn property, to be operated by the city in conjunction with said Norburn property as a single off-street parking facility, the Lessee shall pay said J. Alfred Miller, E. Homer Miller, Chas. W. Miller and Miller Corporation a monthly rental of Eighty ($80.00) Dollars, the payment of which said monthly rental the parties hereto agree shall be made out of the first moneys received by the City of Asheville from the operation of all of said properties, including the Norburn property, as a single off-street parking project prior to the payment by the Lessee of the monthly rental of 50% of the gross receipts obtained by the city from the operation of the entire premises as a single public off-street parking facility to Lessors.

3. It is agreed that each month the Lessee shall deduct 4% from Lessors' check and send this to the Agent.

4. It is understood that the premises hereinbefore described will be used in connection with adjacent and surrounding properties operated as a single off-street parking facility, and that in event the gross rentals received by the Lessee from all said properties used as a single off-street parking facility exceed the sum of $14,400.00 in any single calendar year that Lessee shall pay Lessors as additional rental 75% of any excess in said gross proceeds over and above the said sum of $14,400.00 a year.

5. That any and all provisions contained in said agreements hereinbefore referred to which are now in conflict with this agreement, are hereby reaffirmed, except that the Lessors hereby renounce the right to require the City of Asheville to erect a building on the premises or ever hard pave the Norburn property, provided this last does not lay Lessors liable to agent.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals, and the party of the second part has hereunto caused this instrument to be executed in its name by its Mayor and attested by its City and the corporate seal attached, under and by virtue of authority duly granted by resolution adopted by the Council of the City of Asheville, this contract and the resolution authorizing the same having been duly submitted to and approved as to form by the Corporation Counsel, and all matters and things necessary and proper for the said City of Asheville to execute this contract having been duly and properly done, this the day and year first above written.

Charles S. Norburn (SEAL)

Helen J. Norburn (SEAL)
Lessors

ATTEST:

Margaret Simmons
City Clerk

CITY OF ASHEVILLE

By E. W. Eller
Mayor

APPROVED:

There being no further business, the meeting was upon motion adjourned.

CITY CLERK

Thursday, January 31, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, January 31, 1957, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, W. F. Algary, J. W. McRary, T. B. Sumner, R. I. Presley, F. M. Mulvaney, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

MAIN - ...
...

Mr. John Ciezentanner, attorney for Minna S. Lynderman, presented a claim for damages for personal injuries, which was referred to the Corporation Counsel for investigation.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

To the Honorable Earl Eller, Mayor, and the City Council:

MINNA S. LYNDERMAN, hereby files her claim and notice of claim against the City of Asheville for injuries sustained, and to that end sets forth as follows:

1.

That the date on which the injuries were sustained by her was on the 10th day of December, 1956, at approximately 6:45 P. M.

2.

That the place of the happening of said injuries was the north portion of Pritchard Park, on College ... in the City of Asheville and State of North Carolina.

3.

That the manner in which said injuries were sustained are as follows:

This claimant was on Pritchard Park on the 10th day of December, 1956, at approximately 6:45 P. M., ... in a Northerly direction on the sidewalk located on the Western side of Haywood Street; that her destination ... the bus island situated on College Street in said City and State, for the purpose of boarding the Charlotte Street ... and that as she proceeded in said Northerly direction on the sidewalk located on the Western side of Haywood ... and approached the curbing on the Southern margin of College Street which is situated approximately eight feet ... the Southern margin of said bus island, this claimant stepped forward to said Street and because of a dangerous ... defective condition in said Street was caused to fall forward to said Street, and in so doing sustained injuries ... her head, arm and compound fractures on both ankles, and other excruciating and painful injuries.

4.

That this claimant was immediately hospitalized, and is at the filing of notice of this claim a ... ent at the St. Joseph's Hospital in the City of Asheville under the treatment of two physicians; that this claim... is advised that continued hospitalization will be necessary and that she will have permanent injuries as a result from this fall.

5.

That this claimant has been damaged by virtue of the negligence of the City of Asheville, but ... due to the extent and the nature of her injuries she is not able at this time to definitely ascertain the same ... hereby files this as notice of her claim for injuries sustained in compliance with the Code of the City of Ashe...ville.

This the 31st day of January, 1957.

MINNA S. LYNDERMAN

By John L. Ciezentanner
John L. Ciezentanner

By Karl W. Strauss
Karl W. Strauss
Attorneys for Claimant

...TY BOARD FOR ASHEVILLE
...POLITAN AREA - ESTABLISHMENT

Councilman Morgan introduced a resolution endorsing the creation by the City of Asheville and Buncombe County of a joint planning board for the Asheville metropolitan area, which was, upon motion of Councilman Morgan, seconded by Councilman Algary, unanimously adopted.

Complete copy of said resolution will be found in Resolution Book 3 at page 362.

...E ASHEVILLE BOARD OF
...HOLIC CONTROL - SALARIES

Councilman Sumner introduced a resolution fixing salaries of Chairman and members of City of Asheville Board of Alcoholic Control, which was, upon motion of Councilman Sumner, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of said resolution will be found in Resolution Book 3 at page 363.

...RTMENT - ANNUAL
...RT

The City Manager presented the Annual Report of the Fire Department.

Councilman Sumner suggested that the county officials be approached to try to work out a method of compensation for fire service outside the city, without obligating the city to answer all calls.

The City Manager stated he would secure information on this matter.

There being no further business, the meeting was upon motion adjourned.

CITY CLERK

Thursday, February 7, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, February 7, 1957, at 4:00 o'clock P. M. with ...or E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, C. E. Morgan, T. B. Sumner, J. W. McRary, W. F. ...gary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

...PRESLEY -
...ON

A communication was received from Mr. Robert I. Presley submitting his resignation as a member of the City Council effective immediately.

February 1, 1957

Honorable Earl W. Eller
Mayor
City of Asheville
Asheville, North Carolina

My dear Mayor:

It is with sincere regrets that I must ask you to accept my resignation from the City Council, effective as of this date.

Due to certain changes in our organization, brought about by the retirement of two of our older Plant Managers, and their replacement by two younger men, it will necessitate my being absent from the City a great deal during this year, and I feel that I should devote more time to our business, which would not be fair to the people of Asheville, if I could not devote the necessary time to Council affairs.

It has indeed been a pleasure to work with you, the other members of the Council, the City Manager and other members of his office, during the past few years. It also has been of great benefit to me to learn more about how the City affairs are handled.

Kindest regards and best wishes always.

Sincerely,

S/ Bob
Robert I. Presley

RIP/km

This resignation was accepted with regret by the Council.

A communication was received from the Western North Carolina Mechanical Contractors Association requesting the City to continue the present Board of Examiners for Journeymen Plumbers, with legal status, and along the same general lines under which it now operates.

This matter was referred to the City Manager and Corporation Counsel for study and recommendation.

A communication was received from the Planning and Zoning Commission recommending that certain property on Hamilton Street be rezoned from Commercial to RA-5.

February 7, 1957

Honorable Mayor
Members of the City Council
City Building
Asheville, N. C.

Gentlemen:

At the regular meeting of the City of Asheville Planning and Zoning Commission held February 6, 1957, the following action was taken with reference to the attached petition:

The Commission recommends to the City Council that Lots 95, 96, 97¼, 97½ and 98, Ward 4, Sheet 7 be rezoned from Commercial to RA-5.

Very truly yours,

AR:ls

S/ Anthony Redmond
Anthony Redmond
Secretary

This recommendation was accepted by the Council, and the Corporation Counsel was instructed to prepare an ordinance complying with said recommendation to be placed before the Council, and to give notice and publication of a public hearing to be held on same.

A communication was received from the Planning and Zoning Commission again recommending the rezoning of property abutting on Patton Avenue from Neighborhood Trading to Industrial.

February 7, 1957

With regard to the recommendation of the City Council to the Planning and Zoning Commission that a study be made of property abutting on Patton Avenue and recommended for rezoning from Neighborhood Trading to Industrial, the following motion was made and unanimously passed:

The Commission requests that the Secretary, Mr. Redmond, and the Building Inspector, Mr. Manley, appear before the City Council and with maps explain to them what this means insofar as the building line is concerned and to again present to them the recommendation that this rezoning be approved.

S/ Anthony Redmond
Sec'y

Mr. Anthony Redmond explained in detail the reasons for this recommendation by the Planning and Zoning Commission.

Following a lengthy discussion by members of the Council, Councilman Morgan introduced Ordinance No. [illegible] being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", AS AMENDED", which was, upon motion of Councilman Morgan, seconded by Councilman Mulvaney, passed on its first reading with the following vote:

Councilman McRary voted "aye"
Councilman Mulvaney voted "aye"
Councilman Algary - no vote
Councilman Sumner voted "no"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

The Council then recessed for an interval of approximately ten minutes, after which it resumed business and the Mayor announced that nominations were in order to fill the vacancy on the Council created by the resignation of Mr. Robert I. Presley.

Councilman Morgan placed the name of Mr. Carter M. Preslar in nomination for the office of City Councilman to fill the unexpired term of Mr. Robert I. Presley, which motion was seconded by Councilman Mulvaney. There being no further nominations, a vote was taken and Mr. Preslar was unanimously elected a member of the City Council.

There being no further business, the meeting was upon motion adjourned.

Margaret Simmons
CITY CLERK

Thursday, February 14, 1957 - 4:00 o'clock P. M.

The oath of office as a member of the City Council was administered to Mr. Carter M. Preslar by Margaret Simmons, Notary Public, and Mr. Preslar was welcomed by Mayor Eller.

The City Council met in regular session Thursday, February 14, 1957, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. F. Algary, F. M. Mulvaney, T. B. Sumner, J. W. McRary, C. E. Morgan, Carter M. Preslar, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Councilman Sumner spoke against the proposed rezoning of certain property on Patton Avenue as Industrial, and suggested that the set-back requirement in Neighborhood Trading Areas be modified as to side streets.

The City Manager said he would discuss this suggestion with the Planning and Zoning Commission at next meeting.

Following the discussion, Ordinance No. 395, being an"ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE', AS AMENDED", was, upon motion of Councilman Morgan, seconded by Councilman Mulvaney, passed on its second reading with the following vote:

Councilman McRary voted "aye"
Councilman Mulvaney voted "aye"
Councilman Algary - no vote
Councilman Preslar - no vote
Councilman Sumner voted "no"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

Councilman McRary introduced a resolution relating to new airport for the City of Asheville.

Councilman Algary spoke in favor of said resolution, and the City Manager stated that the enactment of the proposed legislation had been recommended by the Local Government Commission.

Councilman Sumner spoke in opposition to said resolution.

Following the discussion, said resolution was upon motion of Councilman McRary, seconded by Councilman Morgan, adopted with a dissenting vote by Councilman Sumner.

Complete copy of resolution will be found in Resolution Book #3 page 364.

The City Manager advised the Council that a reply had been received in regard to the Hungarian Refugee Program, and that Dr. Ellen Winston, Commissioner of the State Board of Public Welfare, Raleigh, is chairman of the Governor's Advisory Committee on Refugee Relief, and that Dr. Winston will contact the city in regard to this program.

CITY OF ASHEVILLE
BOARD OF ALCOHOLIC CONTROL

The City Manager presented the audit report for the City of Asheville Board of Alcoholic Control for the period ending December 31, 1956.

The City Manager advised the Council that an appraisal of $6,000 had been secured on certain property in the Kenilworth section, consisting of four and a half acres and five additional lots, for possible park development, and requested authority to negotiate for the purchase of said property.

Councilman Sumner moved that the City Manager be authorized to negotiate for the purchase of said property, which motion was seconded by Councilman McRary, and unanimously adopted.

The City Manager presented the statement showing the budget position of the city for the period ending January 31, 1957.

Councilman Morgan discussed the status of the city schools in the Asheville School District, and the Council requested the Corporation Counsel and City Manager to confer with school authorities to the end of drawing up a suitable resolution recommending to the County Commissioners that the 25¢ special city school district tax remain the same for the coming tax year in order to provide additional revenues for city schools in the Asheville School District due to the increased assessed valuation of property in said School District and in keeping with the budget request of the Asheville City School Board.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, February 21, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, February 21, 1957, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen T. B. Sumner, W. F. Algary, Carter M. Preslar, J. W. McRary, Frank Mulvaney, City Manager Melton Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Councilman Sumner again spoke in opposition to the passage of Ordinance #395.

Following the discussion, Ordinance #395, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE', AS AMENDED", was, upon motion of Councilman Morgan, seconded by Councilman Mulvaney, passed on its third and final reading with the following vote:

Councilman McRary voted "aye"
Councilman Mulvaney voted "aye"
Councilman Algary no vote
Councilman Preslar voted "aye"
Councilman Sumner voted "no"
Mayor Eller voted "aye"

ORDINANCE NO. 395

AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", AS AMENDED

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the Zoning Map and Zoning Ordinance, being Ordinance #322, known as "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", as amended, be and is hereby amended as follows:

(Lots hereinafter referred to under this section shall mean Lots of Record and be as defined in said Ordinance No. 322, and the designated lot numbers, sheets and wards hereinafter referred to under this section shall refer to the City of Asheville and Buncombe County Tax Maps.)

A. That Lots 11, 17, 23 through 34, inclusive, and the property contained within the boundaries of Westwood Place, as shown on Sheet 3, Ward 6 be rezoned from Neighborhood Trading Area to Industrial District.

B. That all of that property hereinafter described and presently zoned Neighborhood Trading Area be and is hereby rezoned to Industrial District:

BEGINNING at the intersection of the Southern margin of the right-of-way of new Patton Avenue with the Eastern boundary line of lot 51½, Sheet 2, Ward 6; thence runs with said Eastern boundary line of said lot 51½ and with the dividing line of the presently zoned Industrial District and Neighborhood Trading Area in a Southerly direction to a point which is 250', measured perpendicularly, from the Southern margin of said Patton Avenue right-of-way; thence in a Westerly direction at all times parallel to and 250' from said Southern margin of Patton Avenue and continuing, but in a Southwesterly direction, parallel to and 250' from the Southeastern margin of North Hanover Street right-of-way, near its intersection with said Patton Avenue, to a point in the Northern margin of Hazel Mill Road (sometimes known as Patterson Mill Road or Hazel Road); thence with said Northern margin of said Hazel Mill Road in a Westerly direction to its intersection with said Southeasternmost margin of North Hanover Street; thence runs with said Southeasternmost margin of said North Hanover Street in a Northeasterly direction to its intersection with the southern margin of Patton Avenue; thence with said Southern margin of said Patton Avenue in an Easterly direction to the BEGINNING, said area embracing all of lots 56, 57, 58, 140, 139, and 138 of Sheet 2, Ward 6, and all of lots 50 and 8 of Sheet 3, Ward 6, and all of lots 4, 144, 145, 146, 143½, 142½, 143, 142, 141, 156 and 157 of Sheet 4, Ward 6, and embracing portions of lots 51½, 53½, 54, 55, 59, 60, 141, 137½, 136, 152 and 151, Sheet 2, Ward 6, and portions of lots 10, 11, 5, 6, 147, 148, 149, 150, 153, 154, 135, 136, 141½, 140, 158 and 159, and 160 of Sheet 4, Ward 6.

C. That all of that property hereinafter described and presently zoned Neighborhood Trading Area and RA-5 Residential District, as the case may be, be and is hereby rezoned to Industrial District:

BEGINNING at the intersection of the Northern margin of the right-of-way of new Patton Avenue with the Westernmost boundary line of lot 52 of Sheet 2, Ward 6 and in the Northernmost corner of Lot 53 of Sheet 2, Ward 6; thence in a Northerly direction with the Westernmost boundary line of said Lot 52 and with the dividing line between the presently zoned Neighborhood Trading Area and Industrial District to the Northwestern corner of said lot 52; thence in an Easterly direction to the Northeastern corner of lot 145 of Sheet 2, Ward 6; thence continuing in a Westerly direction with the Northern boundary line of said lot 145 to its Northwestern corner; thence continuing in a Westerly direction to the Northeastern corner of Lot 146, Sheet 2, Ward 6; thence with the Northern boundary line of said lot in a Westerly direction to its Northwestern corner; thence in a Southerly direction with the western boundary of said Lot 146 and with the Western boundary lines of Lots 147 and 148, Sheet 2, Ward 6 to a point in the Northwestern corner of said lot 148; thence in a westerly direction to the Northeastern corner of Lot 153½, Sheet 3, Ward 6; thence with the Northern boundary line of said lot 153½ in a northwesterly direction to its northwestern corner; thence in a northerly direction with the eastern boundary lines of lots 48 and 8½, of Sheet 3, Ward 6, to a point which is 250', measured perpendicularly, from the Northern margin of the right-of-way for said New Patton Avenue; thence in a westerly direction parallel to and at all times 250' from said northern margin of Patton Avenue and the Northern margin of North Hanover Street at its "Clover Leaf" intersection with said North margin of Patton Avenue to a point in the City of Asheville corporate limit line and in Smith Will Creek; thence in a westerly direction then a southerly direction with said corporate limit line and Smith Will Creek to its intersection with the Southeastern margin of Hazel Mill Road (sometimes known as Patterson Mill Road); thence in a southwesterly direction with said Northeastern margin of said Hazel Mill Road to its intersection with the Northwestern margin of North Hanover Street; thence with said northwestern and western margin of North Hanover Street in a Northerly direction, passing under its "Clover Leaf" intersection with Patton Avenue, and continuing with said Western and northern margin of North Hanover Street in an easterly direction to its intersection with the northern margin of Patton Avenue; thence continuing in an easterly direction with the northern margin of said Patton Avenue to the BEGINNING, said area embracing all of lots 145, 146 and 153½ of Sheet 2, Ward 6, and all of lots 4, 46 and 47 of Sheet 3, Ward 6, and all of Lots 1, 2 and 3 of Sheet 4, Ward 6, and portions of lots 143, 147, 148 and 153 of Sheet 2, Ward 6, and portions of Lots 48, 49 and 45 of Sheet 3, Ward 6.

Section 2. That the office of the City Engineer is hereby authorized and directed to make the changes as hereinbefore enacted in said zoning map.

Section 3. That if any section, sub-section, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, sub-section, clause and phrase thereof, irrespective to the fact that any one or more sections, sub-sections, sentences, clauses or phrases be declared invalid.

Section 4. That all ordinances and clauses of ordinances in conflict herewith be and are hereby repealed.

Section 5. That this ordinance shall be in full force and effect fifteen days from date of final passage.

I move the adoption of the foregoing ordinance, this 21 day of February, 1957.

C. E. Morgan
COUNCILMAN

SECONDED BY: Frank Mulvaney
COUNCILMAN

Read, approved and adopted, this 21 day of February, 1957, to become effective 1 day of March, 1957.

E. W. Eller
MAYOR

APPROVED AS TO FORM:

Robt. W. Wells
CORPORATION COUNSEL

Margaret Simmons
CITY CLERK

Councilman Algary introduced a resolution authorizing Mayor to execute lease with the Bishop of the Roman Catholic Diocese of Raleigh, N. C., which was, upon motion of Councilman Algary, seconded by Councilman Sumner, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 366.

STATE OF NORTH CAROLINA)
COUNTY OF BUNCOMBE)

THIS LEASE AGREEMENT, Made and entered into as of the 1st day of February, 1957, between MSGR. [illegible] J. BOUR, Vicar Foranae, acting for and in behalf of Most Reverend Vincent S. Waters, Bishop of the Roman Catholic Diocese of Raleigh, North Carolina, hereinafter referred to as LESSOR, and the CITY OF ASHEVILLE, NORTH CAROLINA, a municipal corporation, hereinafter referred to as LESSEE:

W I T N E S S E T H:

That Lessor, in consideration of the rents to be paid and the covenants and agreements hereinafter mentioned to be performed and kept by Lessee, does hereby lease and let unto Lessee all that tract or parcel of land situate, lying and being in the City of Asheville, Buncombe County, North Carolina, and more particularly described as follows:

BEGINNING at a stake in the Western margin of Flint Street, the Northeast corner of the Catholic Church lot, and runs thence in a Northerly direction with said margin of Flint Street 106 feet to a stake, Southeastern corner of the W. L. Shope property; thence in a Westerly direction with the Southern line of the said Shope property 177 feet to a stake in the Mackey line; thence with said Mackey line in a Southerly direction 82 feet to a stake in the North line of the old Summey lot; thende with said line of the Summey lot and the North line of the Catholic Church lot in an Easterly direction to the BEGINNING. Being the same land and premises conveyed by Julia A. Lee, Widow, to Rt. Rev. William J. Hafey, Bishop of the Roman Catholic Diocese of Raleigh, N. C., by deed dated May 4, 1931, of record in the office of the Register of Deeds for Buncombe County, N. C., in Book 435, Page 136, and being also designated on the City of Asheville Tax Maps as Lot 133, Sheet 1, Ward 3.

TO HAVE AND TO HOLD the same for a term of Fifteen (15) years, commencing on the 1st day of February, 1957, and ending on the 31st day of March, 1972, together with the right to renew this lease for an additional period of Four (4) years from and after March 31st, 1972, provided this lease has not theretofore been ter-

minated as hereinafter provided, upon the following terms and conditions, to-wit:

1. Beginning on the 1st day of February, 1957, and on the 1st day of each succeeding month thereafter during the life of this lease, or any renewal thereof, Lessee shall pay to Lessor a monthly rental of FORTY DOLLARS ($40.00).

2. Lessee shall at its expense improve and maintain said lot for public parking lot purposes, and Lessee hereby covenants and agrees to indemnify, protect and save harmless Lessor and Lessor's principal from any and all losses, damages, claims, liability, suits and actions, whether in law or equity, judgments and costs, because of injury or death to persons or damage to property, accruing while such persons or property are on, approaching or leaving the leased premises, or arising from the use of the leased premises, or arising from any cause at all connected with the use of the leased premises.

3. Lessee shall not assign this lease or sublet the premises without the written consent of the Lessor, which consent, however, shall not be unreasonably withheld.

4. Notwithstanding the stated term of this lease, nor the option to renew herein granted, Lessor shall have the right to terminate this lease at any time during the term hereof, by giving unto Lessee sixty (60) days prior written notice, PROVIDED Lessor has an immediate, bona fide plan and arrangement to improve the leased premises with buildings or other permanent improvements.

5. It is agreed that in the event that any rent shall be due and unpaid, or in the event of any default in any of the covenants herein contained to be kept and performed by the Lessee, or breach thereof, the said Lessee shall immediately, in any such event, become a tenant at will, and it shall be lawful for said Lessor to reenter and take possession of said premises and remove all persons and articles therefrom.

IN WITNESS WHEREOF, the said Lessor and Lessee have duly executed these presents, as of the day and year first above written.

S/ Msgr. Louis J. Bour V.F. (SEAL)

CITY OF ASHEVILLE

By E. W. Eller
Mayor

ATTEST:

Margaret Simmons
City Clerk

(Seal)

Councilman Algary brought up the matter of the need for additional lighting in two uptown locations, and the City Manager stated he would make an immediate investigation.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Sumner
CITY CLERK

Thursday February 28, 1957 - 4:00 o'clock P. M.

Because of the lack of a quorum, no meeting of the City Council was held on the above date.

MAYOR

Margaret Sumner
CITY CLERK

Thursday, March 7, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, March 7, 1957, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, Carter M. Preslar, T. B. Sumner, J. W. McRary, F. M. Mulvaney, W. F. Algary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

CLAIM - GEORGIA HYATT

Mr. Henry Fisher, attorney for Georgia Hyatt, presented a claim for personal injuries in the amount of $15,000.00, which was referred to the Corporation Counsel.

February 28, 1957

City Council, City of Asheville
Asheville,
North Carolina

Attention: City Manager

Gentlemen:

This is to notify you that the undersigned, Georgia Hyatt, fell in a hole in the sidewalk in front of 23 Carrier Street in the City of Asheville, N. C., at approximately 9:30 P. M. February 7, 1957.

This claimant was painfully, seriously and permanently injured as a result of the City of Asheville's negligence for permitting a hazardous condition to exist at said time and place. Claim and demand is therefore made in the sum of Fifteen Thousand Dollars ($15,000.00).

Respectfully yours,

S/ Georgia Hyatt
Georgia Hyatt
(Mrs. Franklin Hyatt)
197 Joyner Avenue
Asheville, North Carolina

SUBSCRIBED and SWORN to before me this the 28th day of February, 1957.

Barbara A. Brown
Notary Public

My Commission Expires:
9-23-57
(Seal)

CLAIM - MINNA S. LYNDERMAN

Mr. John Giezentanner, attorney for Minna S. Lynderman, presented a supplementary claim for damages for personal injuries in the amount of $25,000.00, which was referred to the Corporation Counsel.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

To the Honorable Earl Eller, Mayor, and the City Counsel:

MINNA S. LYNDERMAN, hereby files the within notice, supplementary to her claim and notice of claim against the City of Asheville, for injuries sustained, previously filed by her on the 31st day of January, 1957, and respectfully requests that the within be incorporated and made part of the claim and notice of claim hereinabove referred to:

1.

That this claimant has been damaged by virtue of the negligence of the City of Asheville, as is set forth in said notice previously filed, to the extent of TWENTY-FIVE THOUSAND ($25,000.00) DOLLARS.

This the 21st day of February, 1957.

MINNA S. LYNDERMAN

By John H. Giezentanner
John H. Giezentanner

By Karl H. Straus
Karl H. Straus
Attorneys for Claimant

ASHEVILLE CITY SCHOOLS - LETTER OF APPRECIATION

A communication was received from Mr. E. C. Funderburk, Superintendent of the Asheville City Schools, expressing appreciation for the action of the City Council as to approving the levy of the 25¢ special school tax for the Asheville City School District.

PACK MEMORIAL LIBRARY - REQUEST FOR ADDITIONAL SPACE

A communication was received from the Library Board requesting the Council to make available to the Board the space on the west side of the library building occupied until recently by the Blue Bird, which space will be used for housing the Children's Department of the Library.

March 6, 1957

The City Council
Asheville, North Carolina

Gentlemen:

I have been instructed by the Board of Trustees of the City of Asheville Libraries to request you to make available to the Board the space on the west side of the library building occupied until recently by the Blue Bird. If this request is granted the additional space will be used for housing the Children's Department of the Library.

There are two impelling reasons for this request. In the first place the Children's Department, as now located on the fourth floor, can only be used at great inconvenience to the public. The Children's Department gives library service to more than one hundred local groups and organizations, such as school grades, Boy Scouts, Sunday Schools and the like. Many of the patrons of this department are adults and everyone who uses the department has to climb fifty-two steps to reach the circulation department. The circulation amounts to about ten thousand volumes a month. The service which this department would render to the public if it were located on the street level would be a tremendous improvement over that which is now possible.

A second reason for requesting the above action is the crowded condition of the main library building. In spite of the very substantial relief which was obtained by making available a portion of the Legal Building, the main library is still inadequate to house and service the library collection. The work which is now being done in the Reference Department demands additional housing space. This will greatly improve the value of that department for public use. Moving the Children's Department from the fourth would give decided relief to this housing problem.

Service to the public is the primary objective of the Library and when the relatively small cost of securing this additional space is weighed against the tremendous improvement in public service that would result from the proposed changes, it seems to the Library Board that the cost is fully justified.

Respectfully submitted,

S/ Margaret H. Ligon
Margaret H. Ligon, Librarian
and Secretary to the Board

This matter was referred to the City Manager for investigation.

LEASE - CLAUDE F. LEE AND WIFE
(Off-street parking, Vance St.)

Councilman Morgan introduced a resolution authorizing Mayor to execute amended lease with Claude F. Lee and wife, Clarissa A. Lee, for additional public off-street parking facility, which was, upon motion of Councilman Morgan, seconded by Councilman Sumner, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 367.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE AGREEMENT, made this 7 day of March, 1957, by and between CLAUDE F. LEE and wife,

CLARISSA A. LEE, hereinafter referred to as Lessors, and CITY OF ASHEVILLE, a municipal corporation of the State of North Carolina, hereinafter referred to as Lessee;

W I T N E S S E T H:

THAT WHEREAS, by lease dated May 1, 1956 said Lessors leased to said Lessee the eastern half of Lot 117, Sheet 1, Ward 2 for a public off-street parking facility under certain terms and conditions contained therein; and

WHEREAS, said parties have agreed that it would be of mutual benefit to lease the western half of said lot for an additional rental of $37.50 per month, to be used in conjunction with said eastern half as a single off-street parking facility;

NOW, THEREFORE, it is mutually agreed that and the Lessors hereby rent, demise and lease unto the said Lessee the following described premises located in the City of Asheville, Buncombe County, North Carolina, to-wit:

> BEGINNING at a stake in the northern boundary line of that lot described in deed dated May 17, 1946 from John R. Burton and wife to Claude F. Lee and William E. Lee, recorded in book 610 at page 599 in the office of the Register of Deeds for Buncombe County, N. C., which said beginning stake is located South 74 deg. 18' West 90 feet from the northeast corner of said lot described in said book 610 at page 599; and runs thence with said northern boundary line of said lot south 74 deg. 18' West 88.4 feet to a stake in the northwest corner of said lot; thence with the eastern margin of Vance Street and the western boundary line of said lot South 20 deg. east 56 feet to a stake in the southwest corner of said lot; thence with the southern boundary line of said lot North 74 deg. 18' east 90.2 feet to a stake in the southeast corner of said lot; thence north 19 deg. 12' West 56 feet to the place of BEGINNING. Being the western half of said lot described in said deed book 610 at page 599 Buncombe County registry, reference to which is hereby made for greater certainty of description, and being the western half of the same lot designated as Lot 117, Sheet 1, Ward 2 as shown on the Buncombe County tax maps.

And it is mutually agreed that the Lessee shall pay to the Lessors as rental for said above described property on or before the 10th day of each calendar month the sum of $37.50; provided, however, that the possession of the above described premises and the rental therefor shall not be given Lessee and the rental shall not be due and payable until the first day of the calendar month during which the building or house located on the above described premises is completely removed therefrom by Lessors, and Lessors have so notified Lessee; and it is mutually agreed that said lease dated May 1, 1956 heretofore referred to between the parties hereto be and is hereby amended by adding thereto the above described premises for the above described rent with the above stated proviso, and that all of the terms, including the duration thereof, conditions and covenants set forth in said lease dated May 1, 1956, except as herein modified, shall continue and be in full force and effect.

IN WITNESS WHEREOF, the Lessors have hereunto set their hands and seals; and the said Lessee has caused this instrument to be executed in its name by its Mayor and attested to by its Clerk and its corporate seal attached, all under and by virtue of the authority duly granted by resolution adopted by the Council of the City of Asheville, this instrument and the resolution authorizing same having been duly submitted to and approved as to form by its corporate counsel and all matters and things necessary and proper for the said City of Asheville to execute this instrument having been duly and properly done; this the day and year first above written.

_____ (SEAL)

_____ (SEAL)

ATTEST:

CITY OF ASHEVILLE

Margaret Simmons
City Clerk

By E. W. Eller
Mayor

(Seal)

[illegible] - ORDINANCE NO. 396 -
AN [illegible] ORDINANCE [illegible] AD
[illegible] ZONING MAP [illegible] ZONING
[illegible] ORDINANCE [illegible] ORDINANCE",
[illegible]

This being the date set for the public hearing on the requested change of certain property on Hamilton Street from Commercial District to RA-5 Residential District, and there being no opposition to said change, Councilman McRary introduced Ordinance No. 396, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE', AS AMENDED, which was, upon motion of Councilman McRary, seconded by Councilman Mulvaney, unanimously passed on its first reading with the following vote:

Councilman McRary voted "aye" — Councilman Preslar voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Algary voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

[illegible]

In regard to a request from the Western North Carolina Mechanical Contractors Association to continue the present Board of Examiners for Journeymen Plumbers the City Manager reported that Dr. H. W. Stevens, County Health Officer, is now conferring with the Buncombe County delegation to the General Assembly about legislation authorizing a countywide Examining Board.

[illegible] COUNTY
[illegible] Fire Station,
Branch Library and Youth
Center) ADVERTISE FOR BIDS

The City Manager presented plans for the construction of the North Asheville Community Building, containing a fire station, branch library and youth center, and recommended that he be authorized to advertise for bids for said construction, said bids to be brought back to the Council for confirmation.

Councilman Mulvaney moved that the City Manager be so authorized, which motion was seconded by Councilman McRary and unanimously adopted.

The City Manager presented the statement showing the budget position of the City for the period ending February 28, 1957.

There being no further business, the meeting was upon motion adjourned.

[illegible]
MAYOR

Margaret Simmons
CITY CLERK

Thursday, March 14, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, March 14, 1957, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. F. Algary, C. E. Morgan, J. W. McRary, T. B. Sumner, P. M. Mulvaney, Porter W. Preslar, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

[illegible]

A communication was received from W. Forrest Harty announcing his withdrawal as a candidate for election to the City Council, and recommending to the Council that some of the money which the City saves by avoiding a primary be spent in providing for the negroes of Asheville certain services, benefits and advancements. This communication was received as information by the Council.

W. Forest Harty, Proprietor
Your Cab Company
Asheville, North Carolina

The City Council of the City of Asheville
Asheville
North Carolina

Gentlemen:

After serious deliberation, I have decided today to withdraw my name as a candidate for election to the City Council of the City of Asheville.

I feel that the limited prospect of my election without any organized support or backing does not warrant the great expense which the City will sustain in conducting a primary election.

I seriously recommend to the City Council of the City of Asheville that some of the moneys which the City saves by avoiding a primary election might well be spent in providing for the Negroes of Asheville some of the services, benefits, and advancements mentioned in this letter.

My reason for originally announcing as candidate for City Council is obvious. I feel, and most of the Negro leaders of this community feel, that the time has come when the Negro population of Asheville should be represented on the City Council. For only by such representation can the governing body of this City be made aware of the very real and constant needs of the Negro citizens in this community who compromise more than 25% of the total population of the City of Asheville.

The following is a list of some of the services, changes, and advancements which the Negroes of this community need and are entitled to and for which I would have labored had I been elected to the City Council. I recommend them for your consideration:

1. Police Department. There are now only three Negroes employed by the Asheville Police Department and in spite of seniority and extensive use of these employees in investigation work, none of them has been promoted to the Detective Division. It is recommended that Negroes should be employed in approximate proportion to population and should be promoted on basis of seniority and qualification.

2. Fire Department. There are no Negroes on the City of Asheville Fire Department.

3. A.B.C. Enforcement Unit. There are no Negroes employed by the A.B.C. Enforcement Unit although a large portion of A.B.C. investigations are conducted in Negro communities.

4. Traffic Lights. Stop lights should be installed at critical places in Negro school zones, specifically at the following intersections: On Southside Avenue at Blanton Street; on McDowell St. at Choctaw Street; on Valley Street at Beaumont Street.

5. City Lights. In many Negro residential communities City Street lighting is inadequate and lights should be installed.

6. Truant Officer. There are no Negro Truant Officers in the Asheville School System and appointment of such officer would greatly advance administration of school attendance laws.

7. Fire Protection. Rigid routine inspection of fire hydrants in all neighborhoods should be undertaken immediately.

8. Street Re-Surfacing. Numerous streets in Negro communities are in bad need of repair and should be re-surfaced immediately, such as Southside Avenue, Congress Street, Blanton Street and many others.

9. Industrial Promotion. The Asheville Industrial Promotion Council should emphasize Negro employment in new industry and should encourage the location of new industries which do not bar Negro applicants from the same type of employment offered to white employees.

10. Negro Representation on Boards, Committees, and Commissions. Negro citizens should be appointed to all City Administrative boards, committees, and commissions in approximate proportion to population.

Very truly yours,

S/ W. Forrest Harty
W. Forest Harty

Ordinance No. 396, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE', AS AMENDED", was, upon motion of Councilman McRary, seconded by Councilman Mulvaney, unanimously passed on its second reading with the following vote:

Councilman McRary voted "aye"
Councilman Mulvaney voted "aye"
Councilman Algary voted "aye"
Councilman Frealar voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

Councilman Mulvaney introduced a resolution authorizing Mayor to execute lease with Trustees of Rockwell-Ballew Post No. 2 of the American Legion, which was, upon motion of Councilman Mulvaney, seconded by Councilman Morgan, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 368.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 15th day of March, 1957, by and between J. H. SAMPLE, Commander; W. VICTOR WORKMAN, Adjutant; ROBERT Y. PRAYTOR, Finance Officer; TRUSTEES of ROCKWELL-BALLEW POST NO. 2 OF THE AMERICAN LEGION, formerly known as Kiffin Rockwell Post No. 2 of the American Legion, hereinafter referred to as LESSOR, and CITY OF ASHEVILLE, a Municipal Corporation of the State of North Carolina, hereinafter referred to as LESSEE;

W I T N E S S E T H:

That the Lessor, for and in consideration of the rents, covenants, and conditions hereinafter mentioned to be kept and performed by the Lessee, does hereby rent, demise and lease unto the said Lessee, the following described premises located in the City of Asheville, Buncombe County, North Carolina, to-wit:

Tract No. 1: BEGINNING at a stake in the Eastern margin of Broadway, said stake being located at a point South 14 deg. 43' East, 112.85 feet from where the said margin of Broadway intersects the South margin of Woodfin Street; and runs thence North 73 deg. 02' East, 154.4 feet to a stake, at the southeast corner of an alley leading to Woodfin Street; and runs thence South 17 deg. 56' East, 50 feet to a stake; thence South 73 deg. 02' West, 57.18 feet to a stake in the Western margin of, and in the Northern terminus of, a 25 foot alleyway leading towards Walnut Street; and runs thence with the said margin of said alleyway, South 14 deg. 37' East, 2[illegible] feet to a stake; thence South 75 deg. 23' West 100 feet to a stake in the Eastern margin of Broadway; thence along with the said margin of said Broadway, North 14 deg. 43' West, 72.4 feet to the point of BEGINNING. Being the property conveyed to C. P. Ambler by three deeds, One recorded in book 168, page 370; one in book 168, page 364; one in book 242, page 304, in the office of the Register of Deeds for Buncombe County, North Carolina, except that portion of said property conveyed to the City of Asheville for the purpose of a right of way for widening Broadway Street; and being the same property described in deed dated September 12, 1940 from Marshall W. Orr and wife to Edgar H. Hilderbrand, Don C. Mashburn and R. K. Shotwell, trustees of Kiffin Rockwell Post #2 of the American Legion and their Successors in Office, recorded in book 523 page 304 of the office of the Register of Deeds for Buncombe County, N. C. And being the same property designated on the City of Asheville Tax Maps as Lots 70 and 167, Sheet 1, Ward 2.

Tract No. 2: Being Lot 8 as shown on a plat of the C. W. Brown property, made by Robt. Brown April 8, 1920 which is recorded in the office of Register of Deeds for Buncombe County, N. C. in Plat Book #2 page 30, and also being tax lot No. 166 as shown on Sheet 1 in Ward 2 of the City of Asheville Tax Maps. And being the same property described in a deed from W. S. Harrison and wife, Beulah L. Harrison, R. Fred Gray and wife, Helen R. Gray, to Thomas A. Hair, Alston Broom, and R. K. Shotwell, Trustees of the Kiffin Rockwell Post of the American Legion and their successors in office, recorded in book 571 at page 477 in the office of the Register of Deeds for Buncombe County, N. C.

TOGETHER with all right, title and interest in and to, for the term of this lease, that 25 foot wide strip of land adjoining the eastern boundary lines of lots 8 and 9 and designated as an alley as shown on Plat Book 2, page 30, reference to which said plat is hereby made for greater certainty of description.

1.

TO HAVE AND TO HOLD the above described premises unto said Lessee for a term of Ten Years, beginning March 15, 1957 and extending until March 15, 1967, unless terminated at an earlier date as hereinafter provided.

2.

The Lessee agrees to pay as rental for the leased premises forty-five (45%) per cent of all gross receipts which the Lessee may receive from the said real estate or from any operation conducted thereon. Payment to be made of such rental by the Lessee to the Lessor on or before the 10th day of each month for forty-five (45%) per cent of gross receipts taken in by the Lessee during the preceding calendar month.

The Lessee agrees to pay as rental for said leased premises during the time of preparation thereof for a public parking lot and prior to the time said premises actually begin operation as a public parking lot, the flat sum of Forty ($40.00) Dollars per month.

3.

It is understood and agreed between the parties hereto that the Lessee shall operate on the premises hereby leased a public parking lot and shall conduct thereon operations auxiliary to the operation of a public parking lot and that said premises shall be used by the Lessee for no other purpose whatsoever; and in event said premises shall cease to be used as a public parking lot this lease shall automatically terminate.

4.

The Lessee covenants and agrees as follows:

(a) That it will, at its own expense, raze and demolish, or cause to be razed and demolished all houses, buildings and structures which may be on said premises, and will pay over to the Lessor any profits from the salvaged materials which are in excess of the expenses for so razing and demolishing said houses, buildings or structures.

(b) That it will, at its own expense, level the property above described so that the maximum use of the property may be utilized for the purpose set forth in the preceding paragraph and make all necessary improvements thereon.

(c) That it will apply stone surface to the property hereby leased.

(d) That it will keep all improvements erected or placed on the premises in reasonable repair and that said improvements shall become the property of the Lessor at the termination of this lease.

(e) That it will supervise and operate the property as a public parking lot in a proper and business-like manner, keeping proper records of all receipts from said operation and that it will charge for parking the prevailing prices for parking in lots substantially located as the premises above described.

(f) That the Lessor shall have the right to inspect any records of the Lessee relating to the operation of said parking lot, or any receipts therefrom, and shall have the right to make any other investigation or check of said receipts which may be necessary and proper.

(g) That it will pay all utilities and expenses in connection with the use and operation of said parking lot during the term of this lease.

5.

It is further agreed between the parties hereto that the Lessee may not assign this lease or any portion thereof, or sub-let the premises hereby leased without written consent of the Lessor, their successors and assigns, except to grant concessions for the conduct of operating which may be auxiliary to the use of the premises for a public parking lot.

6.

It is further agreed between the parties that if the Lessee at any time fails to pay the rental above provided for within thirty days after the same shall become due, or shall fail to keep and perform any of the covenants or agreements which are hereinbefore mentioned to be kept or performed by the said Lessee, then and in either of the events hereinbefore specified the said Lessor, their successors and assigns, may at their option declare this lease cancelled and terminated after giving to the Lessee ten days written notice of their intention so to do. Thereupon the said Lessor, their successors and assigns, may take possession of the premises without any legal process and the Lessee agrees to surrender the premises to the Lessor, their successors and assigns, immediately.

7.

The Lessor hereby covenants and agrees with the Lessee that subject to the terms and conditions hereinabove set forth, the Lessee shall have and enjoy the premises during the term herein provided for, free from the adverse claims of any and all persons whomsoever.

IN WITNESS WHEREOF, the said Lessor has caused these presents to be signed by its Commander, Adjutant, and Finance Officer, by authority duly given; and the said Lessee has caused this instrument to be executed in its name by its Mayor and attested to by its Clerk and its corporate seal attached, all under and by virtue of authority duly granted by resolution adopted by the Council of the City of Asheville, this lease and the resolution authorizing same having been duly submitted to and approved as to form by its corporate counsel and all matters and things necessary and proper for the said City of Asheville to execute this contract having been duly and properly done; this the day and year first above written.

ROCKWELL-BALLEW POST NO. 2 OF THE
AMERICAN LEGION

By _____ Commander

By _____ Adjutant

By _____ Finance Officer

Trustees

CITY OF ASHEVILLE

By E. W. Eller Mayor

ATTEST:

Margaret Simmons City Clerk

(Seal)

AIRPORT BOND SCHEDULE

The City Manager presented a tentative schedule leading up to a vote on the issuance of bonds for the new airport on May 14, 1957.

AIRPORT BONDS - CITY CLERK TO
[illegible] TO BE PUBLISHED NOTICE
OF INTENTION [illegible] APPLY TO LOCAL
GOVERNMENT COMMISSION FOR AP-
PROVAL OF THE $ 1,200,000 AIRPORT
BONDS

Councilman Algary introduced in written form a resolution entitled "RESOLUTION DIRECTING THE

CITY CLERK TO CAUSE TO BE PUBLISHED THE NOTICE OF INTENTION TO APPLY TO THE LOCAL GOVERNMENT COMMISSION FOR THE APPROVAL OF THE $1,200,000 AIRPORT BONDS", which, upon motion of Councilman Algary, duly seconded by Councilman Preslar, was unanimously adopted, except Councilman Sumner abstained.

A complete copy of the resolution will be found in Resolution Book #3 at page 369.

Councilman Sumner stated that he felt that the airport would help industries located in Western North Carolina and that such industries should be asked to participate in construction costs, and therefore moved that the Mayor and City Manager appoint a committee of outstanding citizens to seek contributions from heavy industries for this purpose, which motion was seconded by Councilman McRary and unanimously adopted.

Mrs. R. P. Lamb of Grace School asked what use the city intended to make of surplus funds left over from rebuilding the club house at Municipal Golf Course, and stated residents in North Asheville are particularly interested in construction of a swimming pool in the area.

The City Manager advised that no final decision has been made in this matter, pending completion of said club house.

There being no further business, the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

Thursday, March 21, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, March 21, 1957, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen T. B. Sumner, J. W. McRary, Carter M. Preslar, W. F. Algary, F. M. Mulvaney, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A communication was received from H. E. Johnson advising that he did not wish to be considered for re-appointment to the Asheville School Board.

This communication was accepted with regrets, and thanks to Mr. Johnson for his services on the School Board.

Ordinance No. 396, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE', AS AMENDED", was upon motion of Councilman McRary, seconded by Councilman Mulvaney, unanimously passed on its third and final reading with the following vote:

Councilman McRary voted "aye"
Councilman Mulvaney voted "aye"
Councilman Algary voted "aye"
Councilman Preslar voted "aye"
Councilman Sumner voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 396

AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", AS AMENDED

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the Zoning Map and Zoning Ordinance, being Ordinance #322, known as "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", as amended, be and is hereby amended as follows:

(Lots hereinafter referred to under this section shall mean Lots of Record and be as defined in said Ordinance No. 322, and the designated lot numbers, sheets and wards hereinafter referred to under this section shall refer to the City of Asheville and Buncombe County Tax Maps.)

A. That Lots 95, 96, 97¼, 97½ and 98, Ward 4, Sheet 7 be rezoned from Commercial District to RA-5 Residential District.

Section 2. That the office of the City Engineer is hereby authorized and directed to make the changes as hereinbefore enacted in said zoning map.

Section 3. That if any section, sub-section, sentence, clause or phrase of this ordinance is for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, sub-section, clause and phrase thereof, irrespective to the fact that any one or more sections, sub-sections, sentences, clauses or phrases be declared invalid.

Section 4. That all ordinances and clauses of ordinances in conflict herewith be and are hereby repealed.

Section 5. That this ordinance shall be in full force and effect fifteen days from date of final passage.

I move the adoption of the foregoing ordinance, this 7 day of March, 1957.

J. W. McRary
COUNCILMAN

SECONDED BY: Frank Mulvaney
COUNCILMAN

Read, approved and adopted, this 21 day of March, 1957, to become effective 5 day of April, 1957.

APPROVED AS TO FORM:

Robt. W. Wells
CORPORATION COUNSEL

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

Councilman Mulvaney introduced a resolution authorizing the Mayor to execute Landlord's Consent Agreement", which was, upon motion of Councilman Mulvaney, seconded by Councilman McRary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 3, at page 370.

ASSENT OF OWNER OR LIEN HOLDER

In consideration of the sum of One Dollar and other good and valuable considerations, receipt of which is hereby acknowledged, the undersigned owners of and/or holder of a lien on the premises described herein, having read the foregoing lease agreement, and being familiar with same, do hereby consent to paragraph numbered 10 thereof, and agree that all of such equipment and facilities shall remain personal property, and shall be exempt from levy (except for taxes or assessments levied against The Pure Oil Company), sale, attachment or distress for any rent or other obligations due or to become due, and that Lessee, its successive successors or assigns, may enter upon said premises with such agents and appliances as it may deem necessary and remove any or all of such equipment and facilities at any time without notice or legal process, and said lease shall be superior and paramount to any lien now or hereafter held by the undersigned against the leased premises, and the City of Asheville, North Carolina and the County of Buncombe, North Carolina, owners of the premises described in the foregoing lease agreement, having leased said premises along with the adjoining property to George B. Coggins for a term of 51 years and 8 months from January 1, 1956 to August 31, 2007, as evidenced by a certain lease agreement dated the 28th day of October, 1955, and recorded in the Register of Deeds Office for Buncombe County, North Carolina on November 2, 1955 in Book 765 at page 278, and George B. Coggins and wife, Margo B. Coggins having assigned said lease to the Westgate Corporation, as evidenced by a certain assignment of lease dated the 14th day of December, 1955, and recorded in the Register of Deeds Office for Buncombe County on December 22, 1955, in Book 767 at page 55, the City of Asheville and the County of Buncombe hereby consent to the Westgate Corporation entering into the foregoing lease agreement with The Pure Oil Company, and agree that if for any reason said lease agreement of October 28, 1955 is cancelled or shall become terminated, that the City of Asheville and the County of Buncombe, their successors and assigns, shall be bound by all the terms and conditions of the foregoing lease agreement as fully and completely as if the City of Asheville, North Carolina and the County of Buncombe, North Carolina had been the original lessors in lieu of Westgate Corporation, and that this is a covenant running with the land.

Attest:

Margaret Simmons
City Clerk
(Seal)

THE CITY OF ASHEVILLE

By E. W. Eller
Mayor

Attest:

Register of Deeds

BUNCOMBE COUNTY

By
Chairman & Commissioner of Finance

Attest:

L. E. Kuehn
Assistant Secretary

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

By R. M. Colton
Vice President

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

This 21 day of March, 1957, personally came before me, Lillian Ducker, a Notary Public of said state and county, Margaret Simmons, who being by me duly sworn, says that she knows the common seal of the City of Asheville, North Carolina, a municipal corporation, and is acquainted with E. W. Eller, who is the Mayor of said municipal corporation, and that she, the said Margaret Simmons, is City Clerk of said municipal corporation and saw the Mayor sign the foregoing instrument and saw the said common seal of said municipal corporation affixed to said instrument by said Mayor, and that she, the said City Clerk, signed her name and attestation of said instrument in the presence of said Mayor of said municipal corporation.

My commission expires:
Dec. 16, 1958
(Seal)

Lillian Ducker
Notary Public

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

This _____ day of _____, 1957, personally came before me, _____, a Notary Public of said state and county, George A. Digges, Jr., who being by me duly sworn, says that he knows the common seal of the County of Buncombe, North Carolina, a body politic and corporate, and is acquainted with Coke Candler, who is the Chairman and Commissioner of Finance for the Buncombe County Board of Commissioners, and that he, the said George A. Digges, Jr., is Register of Deeds of Buncombe County and saw the Chairman and Commissioner of Finance sign the foregoing instrument and saw the said common seal of Buncombe County affixed to said instrument by said Chairman and Commissioner of Finance, and that he, the said Register of Deeds, signed his name and attestation of said instrument in the presence of said Chairman and Commissioner of Finance of Buncombe County.

Notary Public

My commission expires:

STATE OF MASSACHUSETTS
COUNTY OF HAMPDEN

This 14th day of March, 1957, personally came before me, Frances M. Minor, a Notary Public of said state and county, L. E. Kuehn, who being by me duly sworn, says that he knows the common seal of the MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY, and is acquainted with R. M. Colton, who is the Vice President of said corporation, and that he, the said L. E. Kuehn, is Ass't Secretary of said corporation and saw the Vice President sign the foregoing instrument and saw the said common seal of said corporation affixed to said instrument by said Vice President, and that he, the said L. E. Kuehn, signed his name and attestation of said instrument in the presence of said Vice President of said corporation.

My commission expires:
February 10, 1962
(Seal)

Frances M. Minor
Notary Public

Councilman Preslar introduced a resolution appointing members of Asheville School Board, which was, upon motion of Councilman Preslar, seconded by Councilman Sumner, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 3, at page 371.

The City Manager presented to the Council a draft containing information relating to the proposed new airport to be issued above the Mayor's signature, and stated that Stephens Press and Henley Paper Company had offered to print same in pamphlet form free of charge.

Councilman Algary moved that this offer be accepted and the Mayor be authorized to issue said pamphlet, which motion was seconded by Councilman Preslar.

During discussion of the motion Councilman Sumner called attention to a sentence he said could be misleading, and urged that the draft be further reviewed for factual accuracy. Other Councilmen agreed that the pamphlet should certainly be factually accurate.

Following the discussion the above motion was passed, with a dissenting vote by Councilman Sumner.

The City Manager reported that a bid had been received for the timber on the North Fork Watershed, which bid was being reviewed by Commercial Foresters for report and recommendation to the Council at its next meeting.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, March 28, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, March 28, 1957, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. F. Algary, C. E. Morgan, J. W. McRary, F. M. Mulvaney, C. M. Preslar, T. B. Sumner, City Manager Weldon Weir, Corporation Counsel R. W. Wells. Absent: None

The minutes of the previous meeting were read and approved.

Councilman McRary introduced in written form a resolution entitled "RESOLUTION AUTHORIZING THE MAYOR TO FILE APPLICATION WITH THE LOCAL GOVERNMENT COMMISSION FOR ITS APPROVAL OF THE PROPOSED $1,200,000 AIRPORT BONDS", which, upon motion of Councilman McRary, duly seconded by Councilman Morgan, was adopted. Councilmen McRary, Mulvaney, Algary, Preslar, Morgan and Mayor Eller voted aye. Councilman Sumner not voting.

Complete copy of the resolution will be found in Resolution Book #3 at page 372.

Councilman Algary introduced in written form a resolution entitled "A RESOLUTION DESIGNATING THE CITY MANAGER AS THE OFFICER WHO SHALL PREPARE AND FILE SWORN STATEMENTS OF INDEBTEDNESS AND MAKE CERTAIN ESTIMATES PURSUANT TO THE REQUIREMENTS OF THE MUNICIPAL FINANCE ACT, 1921 (GENERAL STATUTES, SECTION 160-383), AS AMENDED", which, upon motion of Councilman Algary, duly seconded by Councilman McRary, was adopted. Councilmen McRary, Mulvaney, Algary, Preslar, Morgan and Mayor Eller voted aye. Councilman Sumner not voting.

Complete copy of the resolution will be found in Resolution Book #3 at page 373.

ORDINANCE NO. 897 - AN ORDINANCE

Councilman Preslar introduced in written form an ordinance entitled "AN ORDINANCE AUTHORIZING $1,200,000 AIRPORT BONDS OF THE CITY OF ASHEVILLE".

Following a discussion, said ordinance was, upon motion of Councilman Preslar, duly seconded by Councilman Algary, passed on its first reading. The vote upon the passage of this ordinance on its first

reading was taken by yeas and nays and was as follows:

For the passage of the ordinance on its first reading: Councilmen McRary, Mulvaney, Algary, Preslar, Morgan, and Mayor Eller. Councilman Sumner not voting.

The City Clerk then presented to the Council a written statement entitled "STATEMENT OF DEBT AND ASSESSED VALUATION OF THE CITY OF ASHEVILLE, NORTH CAROLINA, MADE PURSUANT TO THE MUNICIPAL FINANCE ACT, 1921, AS AMENDED." The following is a copy of this statement:

STATEMENT OF DEBT AND ASSESSED VALUATION
OF THE CITY OF ASHEVILLE, NORTH CAROLINA,
MADE PURSUANT TO THE MUNICIPAL FINANCE ACT,
1921, AS AMENDED.

I, J. Weldon Weir, City Manager of the City of Asheville, North Carolina, having been designated by the Council of said city to make and file with the City Clerk a statement pursuant to The Municipal Finance Act, 1921, as amended, DO HEREBY CERTIFY that the following is a true statement of said city as shown by the books in my office, not taking into consideration any debt incurred in anticipation of the collection of taxes or in anticipation of the sale of bonds:

(A) GROSS DEBT

A(1) Outstanding debt, not evidenced by bonds, ... $ None

A(2) Outstanding bonded debt:

Date of Issue	Purpose of Issue	Amount of Issue
July 1, 1936	Refunding General	$ 9,629,684.80
July 1, 1936	Refunding, Series 2	40,000.00
July 1, 1936	Funding, Series 2	12,690.32
July 1, 1936	Water Refunding	3,527,312.01
December 1, 1951	Water Improvements	2,615,000.00
July 1, 1936	*Caney Valley Sanitary	9,759.37
July 1, 1936	*Beaverdam Water and Sewer Refunding	265,872.87
July 1, 1936	*East Biltmore Sanitary Sewer District	11,714.64
July 1, 1936	*South Buncombe Water and Watershed Refunding	88,081.81
July 1, 1936	*Swannanoa Water and Sewer Refunding	302,647.78

*Share assumed by City under statute and contract.

TOTAL BONDED DEBT 1-1-57 $16,502,763.60

A(3) Bonded debt to be incurred under ordinances passed or introduced:

For acquiring, constructing, improving and equipping airports and landing fields for the use of airplanes and other aircraft and constructing improvements thereon, ... $ 1,200,000.00

A(4) GROSS DEBT, being the sum of A(1), A(2) and A(3), ... 17,702,763.60

(B) DEDUCTIONS

B(1) Unissued funding or refunding bonds included in gross debt, ... $ None

B(2) Sinking funds or other funds held for the payment of any part of the gross debt other than debt incurred for schools, water, gas, electric light or power purposes or two or more of said purposes, ... $ 105,787.50

B(3) Uncollected special assessments heretofore levied on account of local improvements for which any part of the gross debt was or is to be incurred, and which will be applied when collected to the payment of some part of the gross debt, ... $ None

B(4) Amount, as estimated by the City Manager, of special assessments to be levied on account of local improvements for which any part of the gross debt was or is to be incurred and which when collected will be applied to the payment of some of the gross debt, ... $ None

B(5) Bonded debt included in gross debt and incurred for water, gas, electric light or power purposes or two or more of said purposes (includes share three water districts),..... $ 6,820,398.48

B(6) The amount which the city will be entitled to receive from any railroad or street railway company under contract heretofore made for payment by such company of all or a portion of the cost of eliminating a grade crossing or crossings within the city, which amount will be applied, when received, to the payment of some part of the gross debt,..... $ None

B(7) Indebtedness included in gross debt and incurred for school purposes,..... $ None

(B) Deductions, being the sum of B(1), B(2), B(3), B(4), B(5), B(6), and B(7),..... $ 6,926,175.98

(C) Net Debt, being the difference between the Gross Debt (a) and the deductions (b),..... $10,776,587.62

(D) ASSESSED VALUATIONS

(D) Assessed valuation of property as last fixed for municipal taxation, being the valuation fixed in 1956,..... $78,578,178.00

(E) DEBT RATIO

(E) Percentage which the net debt bears to said assessed valuations,..... $ 13.71%

The foregoing statement is true.

Weldon Weir
City Manager of the City of Asheville

State of North Carolina)
County of Buncombe)

Subscribed and sworn to before me this 28 day of March, 1957.

Lillian Ducker
Notary Public
(Seal)

My commission expires Dec. 16, 1958

I hereby certify that the foregoing is a true copy of a statement filed with me as City Clerk of the City of Asheville, North Carolina, on March 28, 1957, at a meeting of the Council of said City, after the introduction and before the final passage of an ordinance authorizing $1,200,000 bonds for the purpose of providing funds, with any other available funds for such purpose, for acquiring, constructing, improving, and equipping airports and landing fields for the use of airplanes and other aircraft and constructing improvements thereon, which statement has been since its filing open to public inspection in my office.

WITNESS my hand and the corporate seal of said city, this 28 day of March, 1957.

Margaret Simmons
City Clerk of the City of Asheville, North Carolina.
(Seal)

The City Clerk reported that the above mentioned statement was sworn to by the City Manager and filed with the City Clerk after the introduction of the bond ordinance introduced at this meeting, entitled "AN ORDINANCE AUTHORIZING $1,200,000 AIRPORT BONDS OF THE CITY OF ASHEVILLE". The statement was examined and considered by the Council.

[illegible]

Upon motion of Councilman Algary, duly seconded by Councilman Preslar, the Charter requirement that the above mentioned Bond Ordinance be read on three separate days was dispensed with by the following vote:

For dispensing with such requirement: Councilmen McRary, Mulvaney, Algary, Preslar, Morgan, and Mayor Eller. Councilman Sumner not voting.

[illegible]

Upon motion of Councilman Preslar, duly seconded by Councilman Algary, the ordinance entitled "AN ORDINANCE AUTHORIZING $1,200,000 AIRPORT BONDS OF THE CITY OF ASHEVILLE", was passed on its second reading. The vote upon the passage of this ordinance on its second reading was taken by yeas and nays and was as follows:

For passage of the ordinance on its second reading: Councilmen McRary, Mulvaney, Algary, Preslar, Morgan, and Mayor Eller. Councilman Sumner not voting.

[illegible]

The ordinance entitled "AN ORDINANCE AUTHORIZING $1,200,000 AIRPORT BONDS OF THE CITY OF ASHEVILLE" was thereupon read in full, and, upon motion of Councilman Preslar, duly seconded by Councilman Algary, was passed and adopted upon its third and final reading. The vote upon the passage and adoption of this ordinance on its third and final reading was taken by yeas and nays and was as follows:

For the passage and adoption of the ordinance on its third and final reading: Councilmen McRary, Mulvaney, Algary, Preslar, Morgan, and Mayor Eller. Councilman Sumner not voting.

The following is a copy of the ordinance:

ORDINANCE NO. 397

AN ORDINANCE AUTHORIZING $1,200,000 AIRPORT BONDS OF THE CITY OF ASHEVILLE

BE IT ORDAINED by the Council of the City of Asheville:

Section 1. That, pursuant to The Municipal Finance Act, 1921, as amended, and an Act passed by the General Assembly of North Carolina at its regular session in 1957 entitled: "An Act authorizing the City of Asheville to issue bonds in an aggregate principal amount not exceeding $1,200,000 for airports and landing fields, within or without the limits of said City and in either Buncombe County or Henderson County or both said counties, notwithstanding any limitation of debt or maturities in The Municipal Finance Act, 1921, or in any other law", the City of Asheville, North Carolina, is hereby authorized to contract a debt, in addition to any and all other debt which said City may now or hereafter have power or authority to contract, and in evidence thereof to issue Airport Bonds in an aggregate principal amount not exceeding $1,200,000 for the purpose of providing funds, with any other available funds for such purpose, for acquiring, constructing, improving and equipping an airport and landing field for the use of airplanes and other aircraft and constructing improvements thereon.

Section 2. That a tax sufficient to pay the principal of and the interest on said bonds shall be annually levied and collected.

Section 3. That a statement of the debt of the City has been filed with the clerk and is open to public inspection.

Section 4. That this ordinance shall take effect when approved by the voters of the City at an election as provided in said Acts.

I move the adoption of the foregoing ordinance, this 28 day of March, 1957.

C. M. Preslar
COUNCILMAN

SECONDED BY: W. F. Algary
COUNCILMAN

Read, approved and adopted, this 28 day of March, 1957.

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

APPROVED AS TO FORM:

Robt. W. Wells
CORPORATION COUNSEL

[illegible]

Councilman Morgan moved that a copy of the above mentioned bond ordinance, together with notice of its adoption, in the form required by Section 160-384 of the General Statutes, be published once (in every copy of the edition) in each of two successive weeks in The Asheville Times, said newspaper having the largest circulation in the City of Asheville. This motion was duly seconded by Councilman McRary and was adopted. Councilman Sumner not voting.

[illegible]

Councilman Morgan introduced in written form a resolution entitled "RESOLUTION CALLING A SPECIAL BOND ELECTION", which, upon motion of Councilman Morgan, duly seconded by Councilman Preslar, was adopted, with a dissenting vote by Councilman Sumner.

A complete copy of the resolution will be found in Resolution Book #3 at pages 374 and 375.

[illegible]

Councilman Algary introduced a resolution authorizing Mayor to execute lease of #2 South Pack Square for public library purposes, which was, upon motion of Councilman Algary, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of the resolution will be found in Resolution Book #3 at page 376.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

This LEASE made and entered into this the 25th day of March, 1957, by and between F. McLEOD PATTON

and wife, ISABEL B. PATTON, FRANCES P. SMITH and husband, W. JOHNSTON SMITH, HAYWOOD PARKER, JR. and wife, ALICE W. PARKER, MARTHA P. HARRISON and husband, LEWIS W. HARRISON, JOSEPHINE P. SCHAEFFER, FRANK M. PARKER and wife, DOROTHY A. PARKER, MARY T. PARKER, and JAMES P. PARKER and wife, ANNE L. PARKER, parties of the first part, hereinafter called the "Lessors", and THE CITY OF ASHEVILLE, a municipal corporation, party of the second part, hereinafter called the "Lessee":

W I T N E S S E T H:

THAT the Lessors, in consideration of the rents and agreements to be paid and performed by the Lessee as hereinafter set forth, have leased and demised and by these presents do lease and demise unto the Lessee, and the said Lessee does hereby take and lease of and from said Lessors, the following described property situated in the City of Asheville, North Carolina, to wit:

BEING that certain street level storeroom known as #2 South Pack Square in the City of Asheville, North Carolina, and being the storeroom formerly occupied by Blue Bird Ice Cream Company, containing a ground floor area of approximately 1,222.3 square feet.

TO HAVE AND TO HOLD said property unto the said Lessee for a period of eight (8) years and nine (9) months, beginning April 1, 1957, and ending December 31, 1965.

This lease is made for the following rental and upon the following terms and conditions:

(1) As rental for said property during said term the Lessee covenants and agrees to pay to the Lessors the sum of ONE HUNDRED FIFTY AND NO/100 DOLLARS ($150.00) per month for each and every month during the term of this Lease, said monthly installments being payable in advance on or before the 5th day of each calendar month during said term.

(2) Subject to the obligation of the Lessors to pay for the costs of a new heating system for said premises as hereinafter set forth, the Lessee accepts the lease premises in the same condition as said premises shall be at the commencement of the term of this Lease. Lessee shall have the right, at its expense, to make all such repairs, alterations, improvements and additions to the leased premises, including the installation of a new floor, new ceiling, new front, windows and doors, installation of lighting fixtures and electric wiring and plumbing, as may be necessary or desirable in order to make the leased premises suitable for use by the Lessee for the purposes for which said premises are being leased. The Lessors covenant and agree to reimburse the Lessee for the costs of installation of a new heating system for said premises up to, but not exceeding, the sum of ONE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS ($1,250.00), such reimbursement to be made in cash by Lessors to Lessee upon the completion of installation of such heating system.

(3) It is understood that the leased premises are being leased by Lessee for the purpose of using the same in connection with the public library system of the City of Asheville, but Lessee shall have the right to use the leased premises throughout the term of this Lease for any other lawful purpose which would not increase the rate of fire insurance premiums applicable to the building in which the leased premises is situated.

(4) This Lease may not be assigned nor any portion or all of the leased premises be sublet without the prior written approval of the Lessors.

(5) Lessors represent and covenant with the Lessee that the Lessors are now collectively the sole owners of the premises demised by this Lease, and that the Lessee, upon the payment of the rent above specified, shall have peaceful possession of the property hereby leased throughout the term hereof free from the molestation of any persons whomsoever.

(6) It is understood and agreed that in the event the leased property shall be so damaged by fire or other casualty as to be rendered a total loss, then this lease shall cease and terminate, and the Lessors shall not be required to rebuild; if, however, said property is only partially damaged by fire or other casualty, then said Lessors shall immediately repair said leased property, restoring it to the condition it was in previous to said fire or other casualty, and during any portion of time that said premises shall be rendered totally or partially untenantable by reason of such fire or other casualty, the rent herein provided shall be equitably abated.

(7) Upon the termination of this Lease, provided the Lessee shall not then be in default in payment of rental, the Lessee shall have the right to remove all of its furniture and fixtures and other personal property from the leased premises, but all repairs, alterations and additions which may have been theretofore made to the leased premises itself by the Lessee shall thereupon become the property of the Lessors.

(8) It is further understood and agreed that if default shall be made in the payment of the rent herein provided for, and if such default shall continue for a period of fifteen (15) days after written notice thereof shall have been mailed by Registered Mail by the Lessors to the Lessee, then, at the end of said fifteen (15) days if said Lessee shall have failed to cure such default, said Lessors shall have the right, at their option, to declare this Lease terminated, re-enter and take possession of said premises and to evict all persons therefrom, without any further notice being required.

(9) All payments of rental required to be made by Lessee to Lessors by the terms of this Lease shall be made to Frank M. Parker, Agent, or to such other person or corporation as Lessors may hereafter designate by writing delivered to Lessee, and the endorsement of any check for payment of rental by the said Frank M. Parker or by such other person or corporation, or the receipt of any of such persons, shall be a full acquittal of the Lessee for the payment of the installment of rental involved.

IN WITNESS WHEREOF the parties of the first part have hereunto set their hands and seals, and the party of the second part has caused these presents to be executed by its duly authorized official, all as of the day and year first above written.

F. McLeod Patton (SEAL)
F. McLeod Patton

Isabel B. Patton (SEAL)
Isabel B. Patton

Frances P. Smith and husband, W. Johnston Smith, Haywood Parker, Jr. and wife, Alice W. Parker, Martha P. Harrison and husband, Lewis W. Harrison, Josephine P. Schaeffer, Frank M. Parker, Mary T. Parker, James P. Parker and wife, Anne L. Parker,

By Frank M. Parker (SEAL)
Agent and Attorney-in-Fact

Frank M. Parker (SEAL)
Frank M. Parker, Individually

Dorothy A. Parker (SEAL)
Dorothy A. Parker
Lessors

The City of Asheville, Lessee

By E. W. Eller
Mayor

ATTEST:

Margaret Simmons
City Clerk

(Seal)

[illegible]

Councilman Mulvaney introduced a resolution rejecting bid of Perry Alfred Allison for purchase of timber and construction of fire access roads on certain property below the City of Asheville North Fork Dam, which was, upon motion of Councilman Mulvaney, seconded by Councilman Sumner, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 377.

[illegible] PARKING

The City Manager reported that following a conference with city administrative officers and members of the Chamber of Commerce Off-Street Parking Committee it had been decided, in order to get a greater turn-over, to discontinue monthly parking on certain lots and to raise rates on other lots.

[illegible] PROPERTY

The City Manager reported that the Carmelite Order of the Catholic Church had accepted the proposal to purchase for $20,000 certain acreage on the old Black Mountain Highway for the construction of the proposed armory, and that examination of the title to this property is under way, and said sale will come back to the Council for confirmation.

[illegible] RENEWAL -

Councilman Sumner discussed the Urban Renewal Bill now pending in the State Legislature, and the City Manager stated he would discuss this matter with the Buncombe County delegation and point out the views of this Council on the passage of this bill.

There being no further business, the meeting was upon motion adjourned.

ATTEST:

Margaret Simmons
CITY CLERK

Thursday, April 4, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, April 4, 1957, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, C. M. Preslar, F. M. Mulvaney, T. B. Sumner, J. W. McRary, W. F. Algary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

[illegible] CITY
[illegible] Fire Station,
[illegible] Library and [illegible]th
Sewer] BIDS

The City Manager presented to the Council the bids which were received for the construction of the North Asheville Community Building on April 2, 1957 as follows:

General Contractors	Address	Bid
Barger Construction Co.	Mooresville, N. C.	$ 102,800.00
Click Construction Co.	Elizabethton, Tenn.	93,400.00
C. L. Coleman & Co.	Asheville, N. C.	94,490.00
W. R. Dillard Co.	Sylva, N. C.	95,700.00
H. C. Hollifield	Asheville, N. C.	88,000.00
Merchant Construction Co.	Asheville, N. C.	92,739.00
R. H. Pinnix	Gastonia, N. C.	99,357.00
E. M. Rice & Son	Weaverville, N. C.	93,000.00
J. R. Robinson Co.	Asheville, N. C.	99,500.00
Robinson Brothers	Asheville, N. C.	94,600.00
Electrical Contractor		
L. R. Haynes Electric Corp.	Asheville, N. C.	7,973.00
United Electric Co.	Asheville, N. C.	5,850.00
Plumbing Contractor		
Rogers Plumbing & Heating Co.	Asheville, N. C.	8,387.00
Moser Plumbing Company	Asheville, N. C.	8,620.00
J. E. Wooster & Company	Asheville, N. C.	7,300.00
Clay Davis Plumbing Co.	Asheville, N. C.	9,690.00
Jackson Plumbing Company	Asheville, N. C.	7,800.00

Heating Contractor	Address	Bid
Rogers Plumbing & Heating Co.	Asheville, N. C.	
A. C. Williams Plumbing Co.	Asheville, N. C.	$ 16,218.00
Moser Plumbing Co.	Asheville, N. C.	14,191.00
H. E. Wooster & Co.	Asheville, N. C.	14,350.00
Price Piping Company	Asheville, N. C.	15,900.00
		16,300.00

The City Manager advised that the architects had recommended the acceptance of the lowest bid.

CITY BUILDING

Whereupon Councilman Morgan introduced a resolution awarding contracts for construction of North Asheville Fire Station and Branch Library Building, and directing City Manager to execute same, which was, upon motion of Councilman Morgan, seconded by Councilman Preslar, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 378.

The City Manager presented the Audit Report for the period ending December 31, 1956.

The City Manager presented statement showing the budget position of the city for the period ending March 31, 1957.

PETITION - REMOVE LIGHTS

Mrs. Olive Gipner presented a petition signed by residents in the vicinity of Weaver Park requesting that night baseball games in this park be abandoned and that the lights installed for this purpose be removed.

The City Manager advised the Council that plans had been made to move this equipment and the baseball activities to the Biltmore School property, which plans had been approved by the Biltmore School Committee and County School Superintendent.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, April 11, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, April 11, 1957, at 4:00 o'clock P. M. with Mayor F. W. Eller presiding. Present: Councilmen C. E. Morgan, W. F. Algary, C. M. Preslar, T. B. Sumner, F. M. Mulvaney, J. V. McRary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A communication was received from the Western North Carolina Mechanical Contractors Association, Inc. requesting the passage of an ordinance creating a board for the examining and licensing of journeyman plumbers. Mr. Verne Moser spoke in favor of this proposed ordinance.

The Council deferred action on this matter pending submission of the ordinance to the State Attorney General and the State Board of Health.

Councilman Mulvaney introduced a resolution authorizing Mayor to execute Civil Defense Agreement with County of Buncombe, Biltmore Forest, Black Mountain and Weaverville, which was, upon motion of Councilman Mulvaney, seconded by Councilman Algary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 379.

CIVIL DEFENSE AGREEMENT

WHEREAS, Section 166-8 of the North Carolina Civil Defense Act of 1951 as amended by the 1953 and 1955 Legislatures authorizes each political subdivision of the State of North Carolina to establish a local organization for Civil Defense in accordance with the State Civil Defense plan and program; and

WHEREAS, said Section of said Act as amended provides further that each local Civil Defense organization shall have a Civil Defense director appointed by the governing body of such political subdivision; that said director shall have direct responsibility for the organization, administration and operation of the local organization for Civil Defense subject to the direction and control of the governing body by which appointed, and that the Civil Defense director appointed by the governing body of a county shall coordinate the activities of all Civil Defense organizations within such county, including the activities of Civil Defense organizations of cities and towns within the county; and

WHEREAS, the governing bodies of the County of Buncombe, N. C., and of the incorporated municipalities of Asheville, Biltmore Forest, Black Mountain, and Weaverville, each within the said County of Buncombe,

believe that, for the common good, all the facilities and all the personnel of the civil defense forces of said municipalities should be welded together into a united Civil Defense organization capable of operating anywhere within the county but also capable of participating in mutual aid operations with organizations outside the County of Buncombe;

THEREFORE, the governing bodies of the County of Buncombe, N. C., and of the incorporated municipalities of Asheville, Biltmore Forest, Black Mountain, and Weaverville, hereby agree mutually with themselves and with each other:

(1) That there be established and organized within the jurisdiction of the said municipalities, a Buncombe County United Civil Defense organization.

(2) That the Civil Defense organizations of said municipalities already in existence or to be organized shall be component parts of the Buncombe County United Civil Defense organization, and shall be responsible to and subject to county overall jurisdiction, shall be recruited, and civil defense personnel assigned without regard to political boundaries.

(3) That the Board of County Commissioners shall appoint the director of the Buncombe County United Civil Defense Organization, who shall have overall jurisdiction over all Civil Defense operations and activities within Buncombe County.

(4) That subject to the general direction and control of the Board of County Commissioners, said Director, or his successor in office, shall be empowered to take such action as follows in the performance of the foregoing responsibilities:

a. To do all things necessary in order to prepare and to prepare for operation in the event of a natural disaster, subversive action or enemy action, all Civil Defense organizations and activities within Buncombe County; to utilize particularly in training exercises, but not necessarily limited thereto, equipment belonging to said county and to said municipalities as appropriate to the exercise, or otherwise, and to call upon the employees of said county and of said municipalities as needed, not only for assistance in training exercises but also to assist him in all other phases of the foregoing responsibilities.

b. In the event of a natural disaster, subversive action or enemy action, either threatened or actual, to do all things necessary in order to call into action and to direct the operations of any or all Civil Defense organizations and activities within Buncombe County; to utilize any or all of the equipment of any kind and description belonging to said county and to said municipalities; and to call upon any or all employees of said county and of said municipalities to assist him during such times of emergency.

IN WITNESS WHEREOF, the County of Buncombe has caused these presents to be signed in its name by its Chairman, attested by its Ex-officio Clerk and its corporate seal to be hereunto affixed, and the City of Asheville, Town of Biltmore Forest, Town of Black Mountain, and Town of Weaverville have each caused these presents to be signed by its Mayor, attested by its Clerk and its corporate seal to be hereunto affixed, this the ____ day of April, 1957.

ATTEST:

Ex-officio Clerk to the Board of Commissioners and Register of Deeds

COUNTY OF BUNCOMBE

Chairman

ATTEST:

Margaret Simmons
City Clerk

CITY OF ASHEVILLE

F. W. Eller
Mayor

ATTEST:

Town Clerk

TOWN OF BILTMORE FOREST

Mayor

ATTEST:

Town Clerk

TOWN OF BLACK MOUNTAIN

Mayor

ATTEST:

Town Clerk

TOWN OF WEAVERVILLE

Mayor

Mr. Bruce Elmore, attorney for the Estate of Savannah W. Johnson, deceased, presented a claim for damages for the death of Savannah W. Johnson in the amount of $35,000.00, which was referred to the Corporation Counsel for investigation.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

NOTICE OF CLAIM

To: The Honorable City Council and City Manager of the City of Asheville, North Carolina

Notice is hereby given the City of Asheville, through City Council and City Manager, that on the 5th day of January, 1957, the claimant's intestate, Savannah W. Johnson, was killed when the motor vehicle in which she was a guest passenger skidded upon ice, into and through the guard rail and barrier on the old West Asheville bridge (sometimes known as the Haywood Road bridge) in the City of Asheville, North Carolina, and fell to the earth beneath said bridge, thereby causing the injuries and death of claimant's intestate; that

said intestate was killed on said occasion by the carelessness and negligence of the City of Asheville, its agents, servants and employees; that the said City of Asheville, its agents, servants and employees, negligently caused and allowed ice to form upon the road surface of said bridge, negligently caused and inadequate to retain guard rail and barrier on the south side of said bridge to become worn out, defective and inadequate to retain persons and vehicles upon said bridge, negligently failed and neglected to warn claimant's intestate and the operator of the motor vehicle in which she was a guest passenger of the worn out, dangerous and defective condition of said bridge and said guard rail and barrier, and, after due notice of said dangerous condition and defective condition, and after said City of Asheville, its agents, servants and employees had undertaken to warn motorists thereof, caused and permitted said agents and employees to abandon and terminate said warning while said dangerous conditions continued to exist and before claimant's intestate and the operator of the motor vehicle in which she was a passenger entered upon said bridge; that the City of Asheville its agents, servants and employees, at all times knew and had notice of the aforesaid dangerous condition of the road surface of said bridge and of the worn out, dangerous and defective condition of said guard rail and barrier, and knew, or, in the exercise of reasonable care, should have known, that claimant's intestate and other motorists upon said bridge were exposed to hazard and danger to life and limb thereby; and that the negligence of the City of Asheville, its agents, servants and employees, in the foregoing particulars, and in carelessly and negligently performing other acts of negligence, or omitting to perform other duties owed to claimant's intestate, all of which will be hereafter set out in detail in the event that a complaint is filed against the City of Asheville, was the sole and proximate cause of the death of claimant's intestate.

That claimant's intestate at the time of her death on January 15, 1957, was approximately fifty-three years of age, was in good health, and had a life expectancy of 20.95 years, and that her estate has suffered damages by reason of the loss of her life in the sum of Thirty-Five Thousand ($35,000.00) Dollars.

That this notice is given to conform to Chapter 121 of the Private Laws of North Carolina of 1917, being the Charter of the City of Asheville, and to conform to Chapter 16, Section 243 of the Private Laws of North Carolina of 1923, and to furnish the City of Asheville with notice of claim for damages against said City for the loss of life of claimant's intestate. The City of Asheville is further notified that if this claim for damages is not paid promptly suit will be instituted against the City of Asheville to recover the damages for the wrongful death of claimant's intestate caused by the carelessness and negligence of the City of Asheville, its agents, servants and employees.

You are further notified and requested to advise the attorney for the claimant, within the next ten days, what the governing authorities of the City of Asheville expect to do about this claim.

This the 10th day of April, 1957.

McLEAN, GUDGER, ELMORE & MARTIN

By R. A. Elmore
Attorneys for the Estate of
Savannah W. Johnson, Deceased.

Mr. Kenneth Lee, attorney for Charles M. Britt Co., Inc., presented a claim for damages to property in the amount of $10,000.00, which was referred to the Corporation Counsel for investigation.

STATE OF NORTH CAROLINA)
COUNTY OF BUNCOMBE)
CITY OF ASHEVILLE)

NOTICE

TO the Honorable Mayor and Council of the City of Asheville, North Carolina:

You will please take notice that the undersigned Chalres M. Britt Co., Inc., a North Carolina corporation, of Asheville, maintaining its principal office and place of business at #342 Depot Street, in the said City of Asheville, by and through its Attorneys, Lee and Marler, of Asheville, pursuant to Section 149, of the City Charter of the said City of Asheville, hereby claims and demands damages of the City of Asheville as the result of property damages sustained by said corporation on or about the 6th day of April, 1957, which said damages were caused by the negligence of the said City of Asheville, in that:

A. The said City of Asheville owns, operates and maintains a certain Street, alley or roadway within said City limits, known as Nelson Street;

B. That the said Nelson Street in part, and roughly, runs parallel with Depot Street;

C. That said Nelson Street is at a much higher level than the said Depot Street;

D. That the property consisting of a warehouse and offices belonging to this corporation, fronts on Depot Street, and runs back from Depot Street to the Western margin of Nelson Street and that the level of the said Nelson Street is very much higher than the roof of the warehouse and office building owned by this corporation;

E. That the said City of Asheville, carelessly, recklessly, and negligently maintained said Nelson Street in that the said City carelessly, recklessly and negligently failed and refused to keep the drainage ditches on the East side of said Nelson Street free of silt, sand, dirt, bushes and other growth to such an extent that the said ditch became filled with such debris, and did not adequately carry or drain the surface water flowing on said Nelson Street or on to said Nelson Street, from higher property, lying East thereof; and the said excess surface water drained over the said Nelson Street and over the shoulder on the West side thereof down the embankment against and onto the said warehouse building owned by this corporation;

F. That in addition to the foregoing the said surface water draining in the manner aforesaid caused the West shoulder and a part of the said Street, and the bank under same, to cave in and slide off in such a manner that a vast quantity of rocks, boulders, earth and other matter fell onto and through the roof of the warehouse of the said building belonging to this claimant;

G. That as a result of all the matters and things hereinbefore alleged and set forth, this claimant has been damaged by the careless, reckless and negligent conduct on the part of the said City of Asheville, all of which proximately caused this claimant's damages to the extent of $10,000.00.

WHEREFORE, the undersigned Claiment therefore respectfully presents this its claim in the amount of $10,000.00, by and through its duly authorized Attorneys and respectfully requests the payment of same.

CHARLES M. BRITT CO., INC.

By H. Kenneth Lee
Attorneys

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

Gilmer S. Turner, being first duly sworn, deposes and says:

That he is an Officer of the Charles M. Britt Co., Inc., to wit: its President, and as such is duly authorized to make this affidavit of verification; that he has read, or heard read the foregoing Notice of Claim and knows the contents thereof; that same is true of his own knowledge, except as to matters and things therein stated upon information and belief, and as to all such matters, he believes it to be true.

S/ Gilmer S. Turner
Affiant

SWORN to and subscribed before me, this 11th day of April, 1957.

My commission expires:
February 4, 1958

S/ Mary C. Vehorn
Notary Public

(Seal)

Mr. Sanford Brown appeared before the Council and urged the Council to oppose the proposed four-laning of U. S. 70 east of Beaucatcher Tunnel, and suggested that the State Highway Commission make a 75 foot cut in Beaucatcher Gap just south of the tunnel to bring Asheville-Bound traffic into the east end of the City. Mr. Brown also suggested that the city apply for federal funds to deepen the French Broad River to prevent flooding.

There being no further business, the meeting was on motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, April 18, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, April 18, 1957, at 4:00 o'clock P. M. with Mayor [illegible] Eller presiding. Present: Councilmen W. F. Algary, T. B. Sumner, C. M. Preslar, C. E. Morgan, F. M. Mulkey, J. W. McRary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Mr. George Pennell, attorney for Azalie Boone, presented a claim for damages for personal injuries in the amount of $5,000.00, which was referred to the Corporation Counsel for investigation.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

TO THE HONORABLE, THE MAYOR AND CITY COUNCIL OF THE CITY OF ASHEVILLE, NORTH CAROLINA:

The undersigned, AZALIE BOONE, of 97 Longview Road, Asheville, North Carolina gives notice, in writing of a claim for damages in the amount of Five Thousand and 00/100 ($5,000.00) Dollars, occasioned by negligence of the City of Asheville, and respectfully showeth, as required by the Charter of the said City, the following:

1. The date was February 18, 1957.

2. The place of happening of infliction of such injury was near 97 Longview Road, Asheville, N. C.

3. The manner of such infliction was that the City has negligently, carelessly and recklessly allowed a hole to come in the pavement on said Longview Road.

4. The character of the injuries to the claimant was a severely injured foot and contusions and bruises on her body.

5. The amount of damages claimed therefor is Five Thousand and 00/100 ($5,000.00) Dollars.

In the event of failure to settle the aforementioned claim by Noon of May 15, 1957, the claimant will institute suit for recovery.

This the 11th day of April, 1957.

Respectfully submitted,

S/ Mrs. Azalie W. Boone

RE - MARY HANORA McINTYRE
Property on Pack Square for
off-street parking)

Councilman Preslar introduced a resolution authorizing Mayor to execute lease with Mary Hanora McIntyre for operating off-street parking facility by city, which was, upon motion of Councilman Preslar, seconded by Councilman Algary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 380.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

LEASE

THIS LEASE, made and entered into this 18 day of April, 1957, by and between MARY HANORA McINTYRE, hereinafter referred to as LESSOR, and CITY OF ASHEVILLE, a municipal corporation of the State of North Carolina, hereinafter referred to as LESSEE;

W I T N E S S E T H:

That the Lessor, for and in consideration of the rents, covenants and conditions hereinafter mentioned to be kept and performed by the Lessee, does hereby rent, demise and lease unto the said Lessee, the following described premises located in the City of Asheville, Buncombe County, North Carolina, to-wit:

BEGINNING at a stake in the Eastern margin of Market Street at a point South 15 deg. 35' East 44.1 feet from the intersection of the said margin of Market Street with the Southern margin of College Street; running thence North 74 deg. East 78.4 feet to a stake; thence South 15 deg. 32' East 40 feet to a stake in the Northern line of the old City of Asheville Market House, or City Hall, lot; thence with the North line of said Old Market House or City Hall lot, South 73 deg. 18' West 78.4 feet to a stake in the Eastern margin of East Pack Square; thence with the Eastern margin of East Park Square and the Eastern margin of Market Street North 15 deg. 35' West 40.9 feet to the BEGINNING, and being the same property described as the "First Tract" in deed dated July 28, 1936 from Patrick McIntyre to Mary Hanora McIntyre, recorded in the office of the Register of Deeds for Buncombe County in book 487 at page 28.

TO HAVE AND TO HOLD the above described premises unto said Lessee for a term of twenty-five (25) years, beginning May 1, 1957 and extending until the 30 day of April, 1982, unless terminated at an earlier date as hereinafter provided.

1.

The Lessee agrees to pay as rental for the leased premises the sum of One Hundred Thirty ($130.00) Dollars per month, payment to be made of such rental by the Lessee to the Lessor on or before the 10th day of each month.

2.

It is understood and agreed between the parties hereto that the Lessee shall operate on the premises hereby leased a public parking lot and shall conduct thereon operations auxiliary to the operation of a public parking lot and that said premises shall be used by the Lessee for no other purpose whatsoever; and in the event said premises shall cease to be used as a public parking lot this lease shall automatically terminate, provided said premises have been used as such parking lot for the first five years of the term of this lease.

3.

The Lessee covenants and agrees as follows:

(a) That it will, at its own expense, raze and demolish, or cause to be razed and demolished all houses, buildings and structures which may be on said premises, and will pay over to the Lessor any profits from the salvaged materials which are in excess of the expenses for so razing and demolishing said houses, buildings or structures.

(b) That it will, at its own expense, level the property above described so that the maximum use of the property may be utilized for the purpose set forth in the preceding paragraph and make all necessary improvements thereon.

(c) That it will keep all improvements erected or placed on the premises in reasonable repair and that said improvements shall become the property of the Lessor at the termination of this lease.

(d) That it will pay all utilities and expenses in connection with the use and operation of said parking lot during the term of this lease.

(e) Lessee agrees to protect and save lessor from any claims for injuries to property or person resulting from accident or other happening on the premises which may arise from and during the operations of demolishing and razing the buildings thereon, and agrees to carry or cause to be carried public liability insurance in amount of at least $10,000 each person, and $20,000 each accident for bodily injury liability and $10,000 for property damage liability to protect both lessor and lessee and to protect any contractor for said demolishment and razing of said buildings.

(f) During the term of this lease Lessee agrees to pay all taxes imposed on the demised premises by any lawful authority.

4.

It is further agreed between the parties hereto that the Lessee may not assign this lease or any portion thereof, or sub-let the premises hereby leased without written consent of the Lessor, her heirs and assigns, except to grant concessions for the conduct of operating which may be auxiliary to the use of the premises for a public parking lot.

5.

It is further agreed between the parties that if the Lessee at any time fails to pay the rental above provided for within thirty days after the same shall become due, or shall fail to keep and perform any of the covenants or agreements which are hereinbefore mentioned to be kept or performed by the said Lessee, then and in either of the events hereinbefore specified the said Lessor, her heirs and assigns, may at her option declare this lease cancelled and terminated after giving to the Lessee ten days written notice of their intention so to do. Thereupon the said Lessor, her heirs and assigns, may take possession of the premises without any legal process and the Lessee agrees to surrender the premises to the Lessor, her heirs and assigns, immediately.

6.

It is further contracted and agreed between the parties hereto that at any time after five years the said Lessor, her heirs and assigns, shall have the additional right, in her discretion, in the event she can show a bona fide arrangement to build a substantial structure on the premises, or to sell all or any portion of said premises, to terminate this lease.

7.

The Lessor hereby covenants and agrees with the Lessee that subject to the terms and conditions hereinabove set forth, the Lessee shall have and enjoy the premises during the term herein provided for, free from the adverse claims of any and all persons whomsoever.

IN WITNESS WHEREOF, the said Lessor has hereunto set her hand and seal, and the said Lessee has caused this instrument to be executed in its corporate name and attested by its Clerk and its corporate seal attached, all hereto by virtue of the authority duly granted by resolution adopted by the Council of the City of Asheville, this lease and the resolution authorizing same having been duly submitted to and approved by the Council at its regular meeting held on the 9th day of April, 1957, and all matters and things necessary and proper for the said City of Asheville to execute this contract having been duly and properly done, this the day and year first above written.

S/ Mary Hanora McIntyre (Seal)

ATTEST:

Margaret Simmons
City Clerk
(Seal)

CITY OF ASHEVILLE

By L. W. Tiller
Mayor

State of North Carolina,
County of Buncombe.

I, Margaret Simmons, a Notary Public in and for the State and County aforesaid, do hereby certify that Mary Hanora McIntyre personally appeared before me and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this the 12 day of April, 1957.

Margaret Simmons
Notary Public

My commission expires:
Jan. 6, 1959
(Seal)

State of North Carolina,
County of Buncombe.

This the 12 day of April, 1957, personally appeared before me, a Notary Public in and for the County of Buncombe, State of North Carolina, L. W. Tiller, who, being by me duly sworn, says that he is Mayor of the City of Asheville, a municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in the name of said corporation by himself as Mayor, sealed with its corporate seal and attested by its City Clerk.

WITNESS my hand and Notarial Seal, this the day and year first above written.

William Lucker
Notary Public

My commission expires:
Dec. 16, 1959
(Seal)

Mr. H. F. Johnson, representing F. C. Burleson, presented a proposal to sublet the city's leases on the curb market properties on Lexington Avenue and continue the operation of the curb market as a private operation.

April 17, 1957

Mr. J. Weldon Weir, City Manager
City of Asheville
Asheville, N. C.

In re: Lexington Avenue Market Properties

Dear Mr. Weir:

After the announcement by the City last year that it would not continue its lease on the Lexington Avenue properties for the operation of the market after April 1, 1958 negotiations were made with the owners of six of these properties on behalf of Mr. F. C. Burleson for an option to lease these properties for a period after the expiration of the City's lease. From the newspapers and general information you are familiar with the fact that these options were obtained. The properties on which the options have been obtained for Mr. Burleson and on which you now have leases extending to April 1, 1958 are as follows:

1. George H. Nichols & wife Alex Perikes, lot 114, sheet 1, ward 3.
2. Marion Green Johnston, lot 116, sheet 3, ward 1
3. James A. Barnard et al, lot 121, ward 1, sheet 3
4. City Loans, Inc. lot 118, ward 1, sheet 3
5. Charles A. Nichols and wife, lot 117, sheet 1, ward 3
6. Walter McGuire and wife and Grace M. Holleman, lot 115, ward 1, sheet 3

Mr. Burleson now plans to exercise his option on the leases on these properties for a 5 year period from April 1, 1958 and, in order to effect a smooth operation of the market facilities and without interruption at the expiration of your lease, would be and is willing to sub-let these properties from the City of Asheville for the remainder of its term at the same rental and terms provided in the existing leases provided such can be concluded so that the operation can be taken over by Mr. Burleson on or before June 1st. However, if the City prefers Mr. Burleson will be willing to take over as of May 1, 1957.

It is recognized that the City also has under lease two other properties, the Fitzgerald and May properties, north of the properties heretofore mentioned and it is understood they will come within the new expressway right-of-way. And in order to relieve the City of the operation of these units, Mr. Burleson is willing also to take over their operation effective as of the date mentioned above on a month to month basis.

It is trusted that you will be able to bring this matter to the attention of the Council this week for their consideration. Mr. Burleson will be glad to complete whatever final agreement is neces-

sary for the sub-letting of the [illegible] properties.

Respectfully submitted,

S/ H. E. Johnson
H. E. Johnson.

W.H/mh

The Council referred this matter to the City Manager for study and recommendation.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, April 25, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, April 25, 1957, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, F. M. Mulvaney, T. B. Sumner, J. W. McRary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Mr. John Shuford, attorney for property owners on Caribou Road, presented a petition requesting that Lot 82½, Sheet 15, Biltmore Ward be zoned industrial instead of residential.

This petition was referred to the Planning and Zoning Commission for study and recommendation.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, May 2, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, May 2, 1957, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. F. Algary, T. B. Sumner, C. E. Morgan, F. M. Mulvaney, C. M. Preslar, J. W. McRary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A communication was received from the Planning and Zoning Commission recommending the rezoning of certain property on Caribou Road from RA-5 Residential area to Industrial area.

May 1, 1957

Members of the City Council
City of Asheville
City Building
Asheville, N. C.

Gentlemen:

At the regular meeting of the City of Asheville Planning and Zoning Commission held on May 1, 1957, the Commission voted unanimously to recommend to the City Council that the attached petition be granted and Lot 82½, Sheet 15, Ward 7, together with that adjoining strip of land lying between the creek and the road, be rezoned from RA-5 Residential area to Industrial area.

Very truly yours,
Anthony Redmond, Secretary

This recommendation was accepted by the Council, and the Corporation Counsel was instructed to prepare an ordinance complying with said recommendation to be placed before the Council, and to give notice and publication of a public hearing to be held on same.

A communication was received from Leo A. Bessette, Chairman of the Beautification Committee of the Chamber of Commerce, recommending that action be taken "To Foster Vigorous Prosecution of, and Higher Penalties for Litter Bugs". This was received as information by the Council.

Councilman Mulvaney introduced a resolution appointing Director of Civil Defense for City of Asheville, which was, upon motion of Councilman Mulvaney, seconded by Councilman Preslar, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 381.

Councilman Morgan introduced a resolution authorizing Mayor to execute quitclaim deed to J. H. Wyatt and wife, Doris K. Wyatt, for certain property on the eastern margin of Ashland Avenue in the City

of Asheville, which was, upon motion of Councilman Morgan, seconded by Councilman McRary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 382.

Councilman McRary introduced Ordinance #398, being "AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND FIXING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1957 AND ENDING MAY 31, 1958, which was, upon motion of Councilman McRary, seconded by Councilman Mulvaney, unanimously passed on its first reading with the following vote:

Councilman McRary voted "aye"
Councilman Mulvaney voted "aye"
Councilman Algary voted "aye"
Councilman Preslar voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, May 9, 1957 - 4:30 o'clock P. M.

Because of the lack of a quorum, no meeting of the City Council was held on the above date.

MAYOR

Margaret Simmons
CITY CLERK

Wednesday, May 15, 1957 - 10:00 o'clock A. M.

At the request of Mayor E. W. Eller the following notice was sent to all members of the City Council more than twelve hours previous to the time set for this meeting:

Dear Sir:

A special meeting of the City Council has been called by E. W. Eller, Mayor of the City of Asheville, to be held Wednesday, May 15, 1957, at 10:00 o'clock A. M. in the Council Chamber of the City Hall for the purpose of considering and acting upon the following matters or subjects:

(1) Canvass and tabulate the returns of the Special Bond Election held on May 14, 1957, and determining and declaring the result thereof.

(2) Provide for the publication of the Statement of the Result of the Special Bond Election held in the City of Asheville, North Carolina, on May 14, 1957.

(3) Any and all other subjects or matters which may legally come before the Council.

Yours very truly,

Margaret Simmons
City Clerk

The following notice was published in The Asheville Times one time prior to said meeting:

NOTICE OF SPECIAL MEETING OF
THE CITY COUNCIL OF THE CITY
OF ASHEVILLE

TO WHOM IT MAY CONCERN: Notice is hereby given that the City Council of the City of Asheville will meet in the Council Chamber, 2nd floor, City Hall, at 10:00 o'clock A. M., Wednesday, May 15, 1957.

The purpose of the meeting is to consider and act upon the following matters or subjects:

(1) Canvass and tabulate the returns of the Special Bond Election held on May 14, 1957, and determining and declaring the result thereof.

(2) Provide for the publication of the Statement of the Result of the Special Bond Election held in the City of Asheville, North Carolina, on May 14, 1957.

(3) Any and all other subjects or matters which may legally come before the Council.

E. W. Eller, Mayor

By Request

Margaret Simmons
City Clerk

The City Council of the City of Asheville, North Carolina, met in special session at 10:00 o'clock A. M., on May 16, 1957, with Mayor E. W. Eller presiding.

Present: Councilmen J. W. McRary, Frank M. Mulvaney, W. F. Algary, C. M. Preslar, T. B. Sumner, C. E. Morgan, and Mayor E. W. Eller.

Absent: None

Reading of the minutes of the previous meeting was dispensed with.

After calling the meeting to order and after the City Clerk had called the roll, the members of the City Council of the City of Asheville sat at the table at which the Municipal Board of Elections was holding its meeting, and thereupon the City Council presented the certified copy of the returns of the election upon the issuance of bonds held May 14, 1957, which copy had been certified by the Registrars and Judges of election in the various precincts of the City of Asheville and filed with said City Council.

After said returns had been canvassed by said Council, being simultaneously with the canvassing thereof by the Municipal Board of Elections in the same place, Councilman Mulvaney introduced in written form a resolution entitled: "RESOLUTION CANVASSING THE RETURNS OF THE SPECIAL BOND ELECTION HELD ON MAY 14, 1957, AND DETERMINING AND DECLARING THE RESULT THEREOF", which, upon motion of Councilman Mulvaney, seconded by Councilman Morgan, was unanimously adopted.

A complete copy of the resolution will be found in Resolution Book 3, beginning at page 383 and ending at page 384.

Councilman Morgan introduced in written form a resolution entitled: "RESOLUTION PROVIDING FOR THE RECORDING, FILING AND PUBLICATION OF THE STATEMENT OF THE RESULT OF THE SPECIAL BOND ELECTION HELD ON MAY 14, 1957", which, upon motion of Councilman Morgan, seconded by Councilman Algary, was unanimously adopted.

A complete copy of the resolution will be found in Resolution Book 3, beginning at page 385 and ending at page 385.

The following is a statement of result of election upon the issuance of bonds held in the City of Asheville, North Carolina on May 14, 1957:

STATEMENT OF THE RESULT OF THE
SPECIAL BOND ELECTION
Held in the
CITY OF ASHEVILLE, NORTH CAROLINA,
on May 14, 1957.

At a special bond election held in the City of Asheville on May 14, 1957 36,650 voters were registered and qualified to vote.

At said election 6,609 votes were cast for the ordinance passed on March 28, 1957, authorizing the City of Asheville, North Carolina, to contract a debt, in addition to any and all other debt which said City may now or hereafter have power or authority to contract, and in evidence thereof to issue Airport Bonds in an aggregate principal amount not exceeding $1,200,000 for the purpose of providing funds, with any other available funds for such purpose, for acquiring, constructing, improving and equipping an airport and landing field for the use of airplanes and other aircraft and constructing improvements thereon, and authorizing the levy and collection of a sufficient tax for the payment of the principal of and the interest on said bonds, and 2210 votes were cast against said ordinance, and said ordinance was thereby approved and is in force and effect.

This statement is given by order of the City Council of the City of Asheville, this 15th day of May, 1957.

E. W. Eller
Mayor

J. W. McRary

Frank Mulvaney

W. F. Algary

C. M. Preslar

T. B. Sumner

C. E. Morgan
Councilmen

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, May 16, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, May 16, 1957, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, W. F. Algary, J. W. McRary, T. B. Sumner, F. M. Mulvaney, C. M. Preslar, and City Manager Weldon Weir.

The minutes of the previous meeting were read and approved.

Ordinance No. 398, being "AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1957 AND ENDING MAY 31, 1958,"

was, upon motion of Councilman McRary, seconded by Councilman Mulvaney, passed on its second reading with the following vote:

Councilman McRary voted "aye"
Councilman Mulvaney voted "aye"
Councilman Algary voted "aye"
Councilman Preslar voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

Councilman Preslar introduced a resolution authorizing Mayor to execute lease with The Trustees of Wake Forest College, Incorporated, which was, upon motion of Councilman Preslar, seconded by Councilman Morgan, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 386.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this 16 day of May, 1957, by and between THE TRUSTEES OF WAKE FOREST COLLEGE, INCORPORATED, hereinafter referred to as LESSOR, and CITY OF ASHEVILLE, a municipal corporation of the State of North Carolina, hereinafter referred to as Lessee;

W I T N E S S E T H:

That the Lessor, for and in consideration of the rents, covenants and conditions hereinafter mentioned to be kept and performed by the Lessee, does hereby rent, demise and lease unto the said Lessee, the following described premises, located in the City of Asheville, Buncombe County, North Carolina, to-wit:

Located on Depot Street, BEGINNING at a stake in the Southern margin of Depot Street at the Southeast corner of the Southern Depot lot and runs thence with the Southern margin of Depot Street North 75 deg. 30' East 63.5 feet to a stake in the same; thence continuing with the West margin of Depot Street South 46 deg. 47' East 82.2 feet to a stake at the Northwest corner of the J. H. Rea property, said stake being also the intersection of the Eastern margin of an 8 foot right-of-way with the Western margin of Depot Street; thence running with the Eastern margin of said right-of-way and the Western margin of the Rea property South 21 deg. 38' West 114.6 feet to a stake in the Eastern margin of Curve Street; thence with said margin of Curve Street as follows: North 47 deg. 46' West 4.7 feet to a stake; thence South 84 deg. 27' West 178.3 feet to a stake in the right-of-way of the Southern Railroad; thence with said right-of-way North 5 deg. 33' West 150 feet to a stake at the Southwest corner of the Southern Depot Lot; thence with the Southern line of said Lot North 84 deg. 27' East 115.5 feet to the BEGINNING.

The above property is conveyed subject to the Zoning Laws of the City of Asheville, any rights-of-way or easements which might be contained in prior deeds or might be in existence across said property.

Being the same land and premises conveyed to Harry J. Chakales M. D. and wife, Venus Chakales by J. A. Coston and wife, by deed recorded in the office of the Register of Deeds for Buncombe County, North Carolina, in Deed Book 724, on page 417, also, being Lots 212½, 213 and 214 as shown on the Tax Assessors records of Buncombe County, Sheet 9, Ward 4, Asheville Township.

Being the same land and premises conveyed to The Trustees of Wake Forest College by Harry J. Chakales, M.D. and wife, Venus Chakales, by deed dated March 1, 1957.

1.

TO HAVE AND TO HOLD the above described premises unto said Lessee for a term of fifteen (15) years, beginning 1 day of June, 1957, and extending until the 30 day of May, 1972, unless terminated at an earlier date as hereinafter provided.

2.

The lessee agrees to pay as rental for the leased premises fifty (50%) per cent of all gross receipts which the Lessee may receive from the said real estate or from any operation conducted thereon. Payment to be made of such rental by the Lessee to the Lessor on or before the 10th day of each month for fifty (50%) per cent of gross receipts taken in by the Lessee during the preceding calendar month.

3.

It is understood and agreed between the parties hereto that the Lessee shall operate on the premises hereby leased a public parking lot and shall conduct thereon operations auxiliary to the operation of a public parking lot and that said premises shall be used by the Lessee for no other purpose whatsoever; and in the event said premises shall cease to be used as a public parking lot this lease shall automatically terminate.

4.

The Lessee covenants and agrees as follows:

(a) That it will, at its own expense, raze and demolish, or cause to be razed and demolished all houses, buildings and structures which may be on said premises, and will pay over to the Lessor any profits from the salvaged materials which are in excess of the expenses for so razing and demolishing said houses, buildings or structures.

(b) That it will, at its own expense, level the property above described so that the maximum use of the property may be utilized for the purpose set forth in the preceding paragraph and make all necessary improvements thereon.

(c) That it will apply stone surface to the property hereby leased.

(d) That it will keep all improvements erected or placed on the premises in reasonable repair and that said improvements shall become the property of the Lessor at the termination of this lease.

(e) That it will supervise and operate the property as a public parking lot in a proper and business-like manner, keeping proper records of all receipts from said operation and that it will charge for parking the prevailing prices for parking in lots substantially located as the premises above described.

(f) That the Lessor shall have the right to inspect any records of the Lessee relating to the operation of said parking lot, or any receipts therefrom, and shall have the right to make any other investigation or check of said records which may be necessary and proper.

(g) That it will pay all utilities and expenses in connection with the use and operation of said parking lot during the term of this lease.

(h) That upon the completion of all the improvements and prior to beginning the operation of the parking lot above described, the Lessee shall furnish the Lessor a statement showing the cost to the Lessee of the improvements made by or placed upon the premises.

5.

It is further contracted and agreed between the parties hereto:

That at any time the said Lessor, their successors and assigns, shall have the additional right, in their discretion, in the event they can show a bona fide arrangement to build a substantial structure on the premises, or to sell all or any portion of said premises, to terminate this lease upon paying to the Lessee that proportionate part of any money spent by the Lessee in improving the said premises which the unexpired portion of the lease bears to the total term of the lease; and as an illustration of the meaning of this paragraph, if the Lessor, their successors and assigns, at the expiration of five years from the date of this lease shall desire to terminate said lease, they shall have the right to do so upon the payment to the Lessee of eighty (80%) per cent of the sum expended by the Lessee in the improvement of said premises.

6.

It is further agreed between the parties hereto that the Lessee may not assign this lease or any portion thereof, or sub-let the premises hereby leased without written consent of the Lessor, their successors and assigns, except to grant concessions for the conduct of operating which may be auxiliary to the use of the premises for a public parking lot.

7.

It is further agreed between the parties that if the Lessee at any time fails to pay the rental above provided for within thirty days after the same shall become due, or shall fail to keep and perform any of the covenants or agreements which are hereinbefore mentioned to be kept or performed by the said Lessee, then and in either of the events hereinbefore specified the said Lessor, their successors and assigns, may at their option declare this lease cancelled and terminated after giving to the Lessee ten days written notice of their intention so to do. Thereupon the said Lessor, their successors and assigns, may take possession of the premises without any legal process and the Lessee agrees to surrender the premises to the Lessor, their successors and assigns, immediately.

8.

The Lessor hereby covenants and agrees with the Lessee that subject to the terms and conditions hereinabove set forth, the Lessee shall have and enjoy the premises during the term herein provided for, free from the adverse claims of any and all persons whomsoever.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its duly authorized officers and its seal to be hereunto affixed; and the Lessee has caused this instrument to be executed in its name by its Mayor and attested to by its Clerk and its corporate seal attached, all under and by virtue of the authority duly granted by resolution adopted by the Council of the City of Asheville, this lease and the resolution authorizing same having been duly submitted to and approved as to form by its corporate counsel and all matters and things necessary and proper for the said City of Asheville to execute this contract having been duly and properly done, this the day and year first above written.

ATTEST:

_____
Secretary

THE TRUSTEES OF WAKE FOREST COLLEGE,
INCORPORATED

By _____
President

ATTEST:

Margaret Simmons
City Clerk
(Seal)

CITY OF ASHEVILLE

By E. W. Eller
Mayor

Councilman Malvaney introduced a resolution authorizing execution of Supplement agreement between City of Asheville and United States of America, which was, upon motion of Councilman Malvaney, seconded by Councilman McRary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 387.

SUPPLEMENTAL AGREEMENT NO. 1
TO
LEASE NO. DA-09-113-ENG.357

THIS SUPPLEMENTAL AGREEMENT NO. 1 made and entered into as of 15 May 1957 by and between CITY OF ASHEVILLE, a Municipal Corporation of the State of North Carolina, for itself and its assigns, hereinafter called Lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government;

:W I T N E S S E T H :

WHEREAS, on June 13, 1950, the Lessor did lease unto the Government a parcel of land lying and being situate in the County of Buncombe, State of North Carolina, described as containing 23.95 acres, more or less, for the term beginning June 15, 1950 through June 30, 1950 with the right of renewal annually thereafter until June 30, 2000, and which said lease has been duly renewed until June 30, 1957; and

WHEREAS, it has been determined that said parcel of land consists of only 16.9 acres, more or less; and

WHEREAS, the use of 7.9 acres, more or less, is no longer required by the Government and the parties hereto have mutually agreed to release said portion of leased premises from the terms of the lease instrument.

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration inuring unto each of the parties hereto, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do mutually covenant and agree as follows:

1. That effective as of midnight, May 15, 1957, said lease instrument is amended in the following respects and in these particulars only:

a. Delete paragraph 2 of said lease in its entirety and substitute in lieu thereof new paragraph 2, which is as follows:

"2. That the Lessor has remised, released, and forever discharged and by these presents does for itself and its assigns remise, release, and forever discharge the Government, its officers, agents, and employees from restoration, damage, and waste and for all manner of actions, liability, or claims (except for any unpaid rent for the period ending May 15, 1957) against the Government, its officers, agents, and employees which it ever had, now has, or ever will have upon or by reason of any matter, cause, or thing whatsoever particularly arising out of the occupation by the Government of 7.9 acres of land herein released."

IN WITNESS WHEREOF, the parties hereto have hereunto executed these presents as of the day and year first above written.

IN THE PRESENCE OF:

_____

_____

CITY OF ASHEVILLE, NORTH CAROLINA

By E. W. Eller (Seal)
MAYOR

THE UNITED STATES OF AMERICA

By _____
Contracting Officer

C E R T I F I C A T E

I, Margaret Simmons, certify that I am the City Clerk of the City Council of the City of Asheville, North Carolina, named as Lessor in the attached Supplemental Agreement No. 1; that E. W. Eller who signed said Supplemental Agreement No. 1 was then Mayor of said Municipality; that said Supplemental Agreement No. 1 was duly signed for and in behalf of said Municipality by authority of its governing body, and is within the scope of its powers as granted by law.

Margaret Simmons (SEAL)
City Clerk

[illegible]

Councilman Algary introduced a resolution authorizing Mayor to execute lease with Holt F. Callaway, Kathleen Lange Callaway, and John H. Lange, Trustees of the Estate of J. H. Lange, deceased, which was, upon motion of Councilman Algary, seconded by Councilman McRary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 388.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE AGREEMENT, made and entered into this the 7th day of May, 1957, by and between HOLT F. CALLAWAY, KATHLEEN LANGE CALLAWAY, and JOHN H. LANGE, Trustees of the Estate of J. H. Lange, Deceased, hereinafter referred to as Lessors, and the CITY OF ASHEVILLE, NORTH CAROLINA, a municipal corporation, hereinafter referred to as LESSEE:

W I T N E S S E T H:

That the Lessors, in consideration of the rents to be paid and the covenants and agreements hereinafter mentioned to be performed and kept by the Lessee, do hereby lease and let unto the Lessee all those tracts or parcels of land situate, lying and being in the City of Asheville, County of Buncombe, State of North Carolina, and more particularly described as follows:

TRACT 1:
BEGINNING at the Northwest intersection of Haywood Street with Montford Avenue, and runs South fifty-seven degrees three minutes West seventy-two and one-half feet to a stake; thence North thirty-two degrees seven minutes West one hundred twenty-one feet to a stake; thence North fifty-five degrees East sixty-five and seven tenths feet to a stake in the Western margin of Montford Avenue; thence with the western margin of Montford Avenue South thirty-five degrees twenty minutes East one hundred twenty-three and one-half feet to the BEGINNING.

being the same land described in a deed of conveyance from X. B. Lange and wife Willie N. Lange to J. H. Lange, recorded in the office of the Register of Deeds for Buncombe County in Book of Deeds No. 218 at page 556.

TRACT 2:
BEGINNING at a stake in the north side of Haywood Street seventy-two and one-half feet from the northwest intersection of Haywood and Montford and runs South fifty-seven degrees three minutes West seven and one-half feet; thence South fifty-five degrees forty-six minutes West fifty feet; thence South fifty-five degrees twenty minutes West eighty-five and eight tenths feet to the Boyce lot; thence North thirty-four degrees fifteen minutes West one hundred nineteen and five tenths feet to a stake in the Boyce line; thence North fifty-five degrees East one hundred forty-eight feet; thence South thirty-two degrees seven minutes East one hundred twenty-one feet to the BEGINNING.

being the same land described in a deed of conveyance from Rachael S. Lange to J. H. Lange, recorded in the office of the Register of Deeds for Buncombe County in Book of Deeds No. 186 at page 371.

The Lessee agrees to pay as rental for the leased premises Forty-five (45%) percent of all gross receipts which the Lessee may receive from said real estate or any operation conducted thereon, whether conducted by the tenant or as rental, license, or other proceeds received by the tenant from any operation which may be conducted thereon. Payment of said rental by the Lessee to be made on or before the 10th day of each month for forty-five percent (45%) of gross receipts taken in by or paid to the tenant during the preceding calendar month; provided, however, that for the purposes of assuring the Lessors of a monthly rental on said premises of at least Fifty - Dollars ($50.00) per month the Lessee agrees that the Lessee shall not retain any portion of said gross receipts until the Lessors have received Fifty Dollars ($50.00) per month from said gross receipts.

(2) The Lessee covenants and agrees as follows:

(a) That it will supervise and operate the property as a public parking lot in a proper and business-like manner, keeping proper records of all receipts from said operation and that it will charge for parking the prevailing prices for parking in lots substantially located as the premises above described.

(b) That the Lessors shall have the right to inspect any records of the Lessee relating to the operation of said parking lot, or any receipts therefrom, and shall have the right to make any other investigation or check of said receipts which may be necessary and proper.

(c) That it will pay all utilities and expenses in connection with the use and operation of said parking lot during the term of this lease, and all expenses of removing buildings and putting said premises in good condition for parking facilities.

(d) Lessee shall not assign this lease or sublet the premises without the written consent of Lessors, which consent, however, shall not be unreasonably withheld.

(e) Lessee hereby covenants and agrees to indemnify, protect and save Lessors harmless from and against any and all losses, damages, claims, liability, suits and actions, whether in law or equity, judgments and costs, because of injury or death to persons or damage to property, accruing while such persons or property are on, approaching or leaving the leased premises, or arising from the use of the leased premises, or arising from any cause at all connected with the use by Lessee of the leased premises.

(3) Notwithstanding the stated term of this lease, Lessors shall have the right to terminate this lease at any time during the term hereof, by giving unto Lessee sixty (60) days' prior written notice, PROVIDED, Lessors have an immediate, bona fide plan and arrangement to improve the leased premises with buildings or other permanent improvements, or have a bona fide offer for the sale of said property; or, if for any period of six months the rental on said property does not amount to as much as an average of Fifty Dollars ($50.00) per month.

(4) It is agreed that in the event that any rent shall be due and unpaid, or in the event of any default in any of the covenants herein contained to be kept and performed by the Lessee, or breach thereof, the Lessors may, at their option, declare the Lessee a tenant at will, and it shall be lawful for said Lessors to re-enter and take possession of said premises and remove all persons and articles therefrom.

(5) The Lessors hereby covenant and agree with the Lessee that subject to the terms and conditions hereinabove set forth, the Lessee shall have and enjoy the premises during the term herein provided for, free from the adverse claims of any and all persons whomsoever.

IN WITNESS WHEREOF, the said Lessors have hereunto set their hands and seals; and the said Lessee has caused this instrument to be executed in its name by its Mayor and attested to by its Clerk and its corporate seal attached, all under and by virtue of the authority duly granted by resolution adopted by the Council of the City of Asheville, this lease and the resolution authorizing same having been duly submitted to and approved as to form by its corporate counsel and all matters and things necessary and proper for the said City of Asheville to execute this contract having been duly and properly done, this the day and year first above written.

Kathleen Lange Callaway (SEAL)

Holt F. Callaway (SEAL)

John H. Lange (SEAL)
Lessors

ATTEST:

Margaret Simmons
City Clerk
(Seal)

CITY OF ASHEVILLE

By E. W. Eller
Mayor

City Manager Weir presented a report from the Municipal Board of Elections giving the results of the General Municipal Election and Special Bond Election held on May 14, 1957.

MUNICIPAL BOARD OF ELECTIONS

Asheville, N. C.

May 15, 1957

Mr. Weldon Weir,
City Manager,
Asheville, N. C.

Dear Sir:

WHEREAS, on Tuesday, May 14, 1957 the Municipal General Election for officials of the City of Asheville was held for the City of Asheville for the Democratic candidates for City Councilmen; and

WHEREAS, on Tuesday, May 14, 1957, an election was held upon the issuance of bonds of the City of Asheville; and

WHEREAS, certificates of result of said General Municipal Election and Bond Election were certified by the election officials to the Municipal Board of Elections and to the Chief Executive Officer of the City of Asheville by 10:00 o'clock A. M. on May 15, 1957, and in addition thereto certificates of result of said bond election were certified by the election officials to the Council of the City of Asheville by 10:00 o'clock A. M. on May 15, 1957; and

WHEREAS, said Municipal Board of Elections canvassed and tabulated said official returns from all 24 city polling precincts for both the General Municipal Election and the Bond Election: and

WHEREAS, the results of both of said elections were published immediately by reading at the front door of the City Hall;

NOW, THEREFORE, attached hereto find certified copy of resolution of the Municipal Board of Elections relating to the canvassing of the returns of the election upon the issuance of bonds held May 14, 1957 and declaring the result thereof, together with sworn statement of the members of the Board of Elections tabulating such returns.

Also, find attached hereto certified copy of resolution of the Municipal Board of Elections relating to the canvassing of the returns of the General Municipal Election for seven offices of Councilmen of the City of Asheville, and declaring the result thereof, together with sworn statement tabulating such returns.

Yours very truly,

H. E. Pollock, Jr.
Chairman

Elizabeth R. Weaver
Secretary

H. R. Logan

RESOLUTION RELATING TO THE CANVASSING OF THE RETURNS OF THE SPECIAL BOND ELECTION HELD IN THE CITY OF ASHEVILLE ON MAY 14, 1957 AND DETERMINING AND DECLARING THE RESULT THEREOF.

BE IT RESOLVED by the Municipal Board of Elections of the City of Asheville:

Section 1. That the returns of the special bond election held on May 14, 1957 in the City of Asheville having been received from the registrars and judges of election in the various precincts of the City, and having been canvassed, the Municipal Board of Elections has found and determined and does hereby declare:

(a) That each registrar and judge for such special bond election was duly qualified by law and had taken the necessary oath.

(b) That the election officers had incorporated in their returns not only the number of votes cast for and against the question submitted, but also the number of voters registered and qualified to vote in each precinct in the election.

(c) That at said election there was submitted to the qualified voters of said City the following question:

> Shall an ordinance passed on March 28, 1957, authorizing the City of Asheville, North Carolina, to contract a debt, in addition to any and all other debt which said City may now or hereafter have power or authority to contract, and in evidence thereof to issue Airport Bonds in an aggregate principal amount not exceeding $1,200,000 for the purpose of providing funds, with any other available funds for such purpose, for acquiring, constructing, improving and equipping an airport and landing field for the use of airplanes and other aircraft and constructing improvements thereon, and authorizing the levy and collection of a sufficient tax for the payment of the principal of and the interest on said bonds, be approved?

(d) That no complaint has been made to this Board against the regularity of said election.

Section 2. That from the canvass so made this Board has judicially determined the result of the voting in said election, and makes the following tabulation of the returns of said election, which tabulation correctly shows the designations of the several precincts and polling places at which such election was held, the number of voters registered and qualified to vote in each precinct, the number of votes cast in each precinct in favor of the question submitted, the number cast against said question, the number of spoiled ballots, and the totals of such numbers:

Precinct	Polling Place	Voters registered and qualified to vote	Question Submitted: Votes for	Question Submitted: Votes against	Spoiled Ballots
1	David Millard High School	...1527...	..257..	...54..	...0...
2	Sams Motor Co., 11 N. Market St.	...1356...	..161..	...51..	...0...
3	Claxton School	...1209...	..167..	...49..	...0...
4	Laundromat, 502 Merrimon	...1979...	..437..	..116..	...0...
5	Grace School	...2142...	..703..	..174..	...0...
6	Merrimon Avenue Fire Station	...1619...	..290..	...92..	...0...
7	Jowers-Stanford Co., 183 Broadway	...1614...	..212..	...69..	...0...
8	Montford Ave. Drug Store, 231 Montford	...1573...	..256..	...94..	...0...
9	William Randoloh School, 90 Montford Ave.	...1256...	..151..	...55..	...0...
10	City Auditorium	.....542..	...64..	...14..	....0...

Precinct	Polling Place	Voters registered and qualified to vote	Question Submitted: Votes for	Votes against	Spoiled Ballots
11	Glen Lennon School, [illegible] Avenue	....992...	..194..	...14..	...0...
12	Aston Park Recreation Center	...1794...	..143..	...39..	...0...
13	[illegible] Hillcrest Drive, 9 Ravenscroft Drive	....602...	..230..	...16..	...0...
14	[illegible] Edwards Elementary School	...2543...	..652..	....89.	...0...
15	[illegible] Baptist Temple	...1759...	..235..	...47..	...0...
16	[illegible] Asheville Fire Dept., 321 Charlotte Street	...1009...	..403..	...77..	...0...
17	[illegible] Newton School	...1351...	..273..	..120..	...0...
18	[illegible] Fillmore School, [illegible] Hendersonville Road	...1059...	..119..	...87..	...0...
19	[illegible] Hall Veterans School	...2040...	..380..	..122..	...0...
20	[illegible] Jerome Junior School	...1453...	..164..	..137..	...0...
21	Arrowood School, 441 Haywood Road	...1531...	..242..	..100..	...0...
22	Northwest Asheville Fire Dept., 770 Haywood Road	...2367...	..340..	...265.	...0...
23	[illegible] Lunce School	...2217...	..404..	...297.	...0...
24	1426 Haywood Road (Greasman's Radio & TV Co.)	...1116...	..132..	....82.	...0...
	Totals	.36650....	.6609..	..2210.	...0...

Dated this 15th day of May, 1957.

H. E. Pollock, Jr.
Elizabeth R. Weaver
H. R. Logan
Members of the Municipal Board of Elections

STATE OF NORTH CAROLINA)
COUNTY OF BUNCOMBE) ss

Subscribed and sworn to before me, this 15th day of May, 1957.

Lillian Ducker
Notary Public

My commission expires Dec. 16, 1958
(Seal)

Section 3. That from the canvass so made by this Board it is judicially determined and declared:

(a) That 36,650 voters were registered and qualified to vote.

(b) That at said election 6,609 votes were cast for the ordinance passed on March 28, 1957 authorizing the City of Asheville, North Carolina, to contract a debt, in addition to any and all other debt which said City may now or hereafter have power or authority to contract, and in evidence thereof to issue Airport Bonds in an aggregate principal amount not exceeding $1,200,000 for the purpose of providing funds, with any other available funds for such purpose, for acquiring, constructing, improving and equipping an airport and landing field for the use of airplanes and other aircraft and constructing improvements thereon, and authorizing the levy and collection of a sufficient tax for the payment of the principal of and the interest on said bonds, and 2,210 votes were cast against said ordinance, and that a majority of the qualified voters of said City who voted at said election voted in favor of said ordinance.

Section 4. That the result of said election shall be published immediately by reading at the front door of the City Hall, as required by the Charter of the City of Asheville.

Section 5. That a certified copy of this resolution, with the tabulation set forth in Section 2 made by the members of the Municipal Board of Elections under oath, shall be filed with the City Manager of the City of Asheville.

Mrs. Weaver moved the passage of the foregoing resolution and Mr. Logan seconded the motion. After full discussion said resolution was voted on and declared passed, those voting for said resolution being Mr. Pollock, Mrs. Weaver, and Mr. Logan and those voting against said resolution being None.

We, members of the Municipal Board of Elections of the City of Asheville, North Carolina, DO HEREBY CERTIFY that the foregoing has been carefully copied from the actually recorded minutes of the Municipal Board of Election at a meeting held May 15, 1957, said record having been made in Minute Book 2, beginning at page 221 and ending at page 224, and is a true copy of so much of the proceedings of said Board as relate to the passage of the resolution hereinabove set forth.

WITNESS our hands, this 15th day of May, 1957.

H. E. Pollock, Jr.
Elizabeth R. Weaver
H. R. Logan
Members of the Municipal Board of Elections of the City of Asheville

RESOLUTION RELATING TO THE CANVASSING OF THE RETURNS OF THE GENERAL MUNICIPAL ELECTION FOR SEVEN OFFICES OF COUNCILMEN OF THE CITY OF ASHEVILLE HELD MAY 14, 1957, AND DECLARING THE RESULT THEREOF

BE IT RESOLVED BY THE MUNICIPAL BOARD OF ELECTIONS OF THE CITY OF ASHEVILLE:

Section 1. That the returns of the General Municipal Election for city officials held on May 14, 1957 in the City of Asheville having been received from the registrars and judges of election in the various precincts of the city, and this Board having canvassed the same, the following facts are hereby found and determined:

(a) That each registrar and judge for said General Municipal Election for city officials held in the City of Asheville on May 14, 1957 was duly qualified by law and had taken the necessary oath.

(b) That the election officers had incorporated in their returns the number of votes cast for Councilmen in each precinct.

(c) That no complaints have been made to this Board against the regularity of said election and that this Board believes that said election was conducted in full compliance with law and the orders of this Board.

Section 2. That from the canvass so made this Board has judicially determined the result of the voting in said General Municipal Election, and makes the following tabulation of the returns of said election, which tabulation correctly shows the designations of the several precincts at which such election was held, and the number of legal ballots cast in each precinct for each office, the name of each person voted for and the number of votes given to each person for each different office, and the totals of such numbers:

	PRECINCTS												
For Councilmen	1	2	3	4	5	6	7	8	9	10	11	12	
W. F. Algary	255	153	194	469	751	342	178	285	156	47	196	150	
E. W. Eller	257	149	192	473	774	343	178	291	152	47	195	155	
J. W. McRary	254	146	190	467	749	347	177	287	146	45	197	151	
C. E. Morgan	254	148	191	469	752	345	177	288	150	46	195	152	
Frank M. Mulvaney	251	147	189	472	745	343	179	289	149	44	198	158	
C. M. Preslar	253	147	190	463	740	339	177	285	148	43	195	149	
T. B. Sumner	249	150	196	474	743	348	179	292	151	45	197	160	

For Councilmen	13	14	15	16	17	18	19	20	21	22	23	24	TOTALS
W. F. Algary	96	594	262	424	341	150	349	227	183	417	496	168	6883
E. W. Eller	99	594	267	427	337	148	342	228	185	419	502	169	6923
J. W. McRary	102	592	263	419	337	153	351	225	186	421	503	169	6877
C. E. Morgan	97	627	264	422	334	148	354	229	187	421	499	168	6917
Frank M. Mulvaney	100	665	266	416	338	148	352	221	188	422	507	170	6957
C. M. Preslar	99	594	260	417	341	146	348	220	180	414	491	169	6808
T. B. Sumner	97	592	265	419	342	149	350	231	185	431	525	172	6942

Dated this 15th day of May, 1957.

H. E. Pollock, Jr.
Elizabeth R. Weaver
H. R. Logan
Members of the Municipal Board of Elections

STATE OF NORTH CAROLINA)
COUNTY OF BUNCOMBE) ss

Subscribed and sworn to before me, this 15th day of May, 1957.

Lillian Ducker
Notary Public (Seal)

My commission expires:
Dec. 16, 1958

Section 3. That from the canvass so made it is judicially determined and declared:

(a) That the following seven men were officially elected to the office of City Councilmen for the City of Asheville:

W. F. Algary
E. W. Eller
J. W. McRary
C. E. Morgan
Frank M. Mulvaney
C. M. Preslar
T. B. Sumner

(b) That the result of said election shall be published immediately by reading at the front door of the City Hall, as required by the Charter of the City of Asheville.

Section 4. That a certified copy of this resolution, with the tabulation set forth in Section 2 made by the members of the Municipal Board of Elections under oath, shall be filed with the City Manager of the City of Asheville.

Mrs. Weaver moved the passage of the foregoing resolution and Mr. Logan seconded the motion. After full discussion said resolution was voted on and declared passed, those voting for said resolution being Mr. Pollock, Mrs. Weaver and Mr. Logan, and those voting against said resolution being None.

We, members of the Municipal Board of Elections of the City of Asheville, North Carolina, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of a resolution entitled: "RESOLUTION RELATING TO THE CANVASSING OF THE RETURNS OF THE GENERAL MUNICIPAL ELECTION FOR SEVEN OFFICES OF COUNCILMEN OF THE CITY OF ASHEVILLE HELD MAY 14, 1957, AND DECLARING THE RESULT THEREOF", which was duly adopted on May 15, 1957 by the Municipal Board of Elections of said City, and that said resolution is recorded in Minute Book 2, beginning at page 225 and ending at page 227, which Minute Book is kept in a public place in the City Hall as required by law.

WITNESS our hands, this 15th day of May, 1957.

H. E. Pollock, Jr.
Elizabeth R. Weaver
H. R. Logan
Members of the Municipal
Board of Elections of
the City of Asheville

The City Manager presented the Audit of the Boxing and Wrestling Commission for the period from January 1, 1956 to December 31, 1956.

The City Manager presented the Audit of the City of Asheville Board of Alcoholic Control for the period ending March 31, 1957.

The City Manager presented the statement showing the budget position of the city for the period ending April 30, 1957.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Monday, May 20, 1957 - 10:00 o'clock A. M.

The newly elected City Council held its organization meeting at 10:00 o'clock A. M. on Monday, May 20, 1957, with retiring Mayor E. W. Eller presiding.

The invocation was rendered by Mr. Carl B. Hyatt, Jr.

The members of the City Council took the oath of office in a body, which oath was administered by Mrs. Lillian Ducker, Notary Public, as follows:

COUNCILMEN: E. W. Eller
J. W. McRary
Frank M. Mulvaney
W. F. Algary
T. B. Sumner
C. E. Morgan

Mr. Eller announced that the next order of business is the election of Mayor.

Councilman Morgan nominated for Mayor Mr. E. W. Eller. Whereupon Councilman Mulvaney took over the chair and asked if there were any further nominations. There being none, a vote was taken and Mr. Eller was unanimously elected as Mayor.

Mayor Eller announced that the next order of business is the election of Vice-Mayor.

Councilman McRary nominated Mr. Frank M. Mulvaney for Vice-Mayor, which nomination was duly seconded. There being no further nominations, a vote was taken and Mr. Mulvaney was unanimously elected as Vice-Mayor.

Councilman Sumner nominated Mr. Weldon Weir for City Manager, which nomination was duly seconded. There being no further nominations, a vote was taken and Mr. Weir was unanimously elected as City Manager.

Councilman Algary nominated Mr. Robert W. Wells for Corporation Counsel, which nomination was duly seconded. There being no further nominations, a vote was taken and Mr. Wells was unanimously elected as Corporation Counsel

Councilman Mulvaney nominated Miss Margaret Simmons for City Clerk, which nomination was duly seconded. There being no further nominations, a vote was taken and Miss Simmons was unanimously elected as City Clerk.

Councilman Morgan nominated Mr. Maurice Puckett for Director of Civil Service, which motion was duly seconded. There being no further nominations, a vote was taken and Mr. Puckett was unanimously elected as Director of Civil Service.

Councilman McRary nominated Mr. Samuel J. Fisher as a member of the Civil Service Board, which motion was duly seconded. There being no further nominations, a vote was taken and Mr. Fisher was unanimously elected as a member of the Civil Service Board.

The oath of office was administered to the City Manager, Corporation Counsel and City Clerk by Mrs. Lillian Ducker, Notary Public.

Councilman McRary introduced a resolution designating banking depositories for city funds, which was, upon motion of Councilman McRary, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 389.

Councilman Algary introduced a resolution designating the officers and employees who shall give bonds for performance of their duties and setting amounts thereof, which was, upon motion of Councilman Algary, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 390.

Councilman Morgan introduced a resolution prescribing the time and day of the weekly meeting of the City Council, which was, upon motion of Councilman Morgan, seconded by Councilman Sumner, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 391.

Councilman Sumner moved that the salaries of city officials and employees remain the same for the present, which motion was seconded by Councilman McRary and unanimously adopted.

The minutes of the previous meeting were read and approved.

Ordinance No. 398, being "AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1957 AND ENDING MAY 31, 1958, was, upon motion of Councilman McRary, seconded by Councilman Mulvaney, unanimously passed on its third and final reading with the following vote:

Councilman McRary voted "aye"
Councilman Mulvaney voted "aye"
Councilman Algary voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 398

AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1957 AND ENDING MAY 31, 1958.

THE CITY COUNCIL OF THE CITY OF ASHEVILLE DO ORDAIN:

Section 1.

That to raise funds for general municipal purposes, the following license taxes hereinafter specified are hereby levied for the privilege of carrying on the business, trades, professions, callings, occupations, or doing the act named, or selling or offering for sale any of the articles enumerated herein, within the corporate limits of the City of Asheville, from the first day of June, 1957, to the thirty-first day of May, 1958, unless for some other time or period herein specified, and all such taxes shall be due and payable in advance at the office of the Director of Finance. If any person shall fail to pay any license tax required by this ordinance by September 1, 1957, 2% per month of the amount of such license shall be added to the tax required, and no license shall be granted until the license tax, plus the two (2%) per centum per month thereof, has been paid. The addition of the two (2%) per centum per month on the amount of such license tax shall not exempt the delinquent from the penalties herein prescribed in case of delinquency. The payment of any particular tax herein imposed shall not relieve the party paying same from liability for any other tax specifically imposed for any other business conducted by such person.

Section 2.

That all persons, before engaging in any business, trade, profession, calling, occupation, or doing any act on which a license tax is imposed by this ordinance, shall, except as hereinafter provided, apply for and procure in advance from the Director of Finance or someone designated by him, for license, and upon the payment of the license tax herein imposed a license shall be issued to such applicant. Such license must be posted conspicuously in the place of business licensed, and if the licensee has no regular place of business, the license must be kept where it may be inspected at all times by the proper city officials. No license shall be transferable or assignable except by consent of the City Manager.

Section 3.

(a) That any person, firm, or corporation, desiring to engage in any business, trade, or vocation, or do anything hereinafter mentioned in this paragraph, may be required to appear in person before the Director of Finance for a license, stating the place at which it is proposed to conduct the business, the name of the owner of the business, or, if the owner be a firm, the names of all members of such firm, or, if the owner be a corporation, the names of the officers, including the manager. And the Director of Finance shall also have the right to require the owner, proprietor, manager, or other person interested in or connected with such business, to give evidence, upon oath, touching the manner in which such business has been or is to be conducted, as well as any other facts which the Director of Finance may deem necessary. This section shall apply to the following:

1. Keepers of Billiard, Pocket Billiard, or Bagatelle Tables.
2. Bowling Alleys, or Alleys of like kind.
3. Shooting Galleries.
4. Cane Boards, Jingle Boards, or Knife Racks.
5. Penny Arcades.
6. Merry-Go-Rounds, Ferris Wheels, Switchbacks, or Roller Coasters.
7. Any kind of Table, Stand, Place, or Game, kept in a house or room used or connected with a hotel or restaurant.
8. Carnivals, Theatres, Motion Picture Shows, Vaudeville Shows, Dance Halls, Roof Gardens, or Menageries.
9. Phrenologists.

10. Lunch Counters or Restaurants
11. Hotels, Lodging Houses, or Boarding Houses
12. Soft Drinks.
13. Junk Dealers.
14. Pressing Clubs.
15. Pawnbrokers.
16. Second-hand Dealers.
17. Gasoline or Oil Filling Pipes, Service Tanks, or Pumps.

(b) A license may be refused for any business enumerated in the preceding sub-section unless the City Manager shall be satisfied that the applicant, or the proposed manager, is a person of good moral character, and fit and proper person to conduct such business, and unless he shall also be satisfied that the place proposed is a suitable place for the conduct of such business.

(c) That billiard rooms, pool rooms, bowling alleys, pagatelle tables or rooms where games or tables of like kind are kept, and also restaurants, cafes, lunch counters, or places where soft drinks are sold, or spectators' screens or sight obstructions of any kind.

Section 4.

That before license shall be issued for any of the following business the applicant shall execute a satisfactory bond payable to the city, in the amount hereinafter named, conditioned for the faithful observance by such licensee, his or its servants, agents, or employees of all laws and ordinances now in force or hereinafter enacted, relating to such business, and further conditioned to save the City harmless from damage arising from the negligence of such licensee or agents, servants, or employees thereof, in the opinion of the City Manager may determine:

1. Pawnbrokers - - - - - - - - - -
2. Junk Dealers - - - - - - - - - -
3. Electrical Contractors - - - - - - - - - -
4. Electric Sign Contractors and Hangers - - - - - - - - - -
5. Plumbing Contractors - - - - - - - - - -
6. Sidewalk or Paving Contractors doing any work on sidewalks or streets costing not over $300.00 - - - - - - - - - -
   Doing such work costing over $300.00 - - - - - - - - - -
7. House movers - - - - - - - - - -
8. Taxicabs - - - - - - - - - -

Section 5.

That whenever the word "person" is used in this ordinance it shall be construed to include "firms", "companies" and "corporations".

Section 6.

Where the amount to be paid for license is based upon gross sales or receipts, or other facts to be ascertained, the duty of persons applying for license to render to the Director of Finance a sworn statement of such gross sales or receipts during the preceding [illegible] year as the case may be, and such other and further proofs as the Director may require, shall be rendered said Director of Finance before the Director of Finance shall not be required to receipt for or issue any license until satisfactory proofs are furnished. In the case of a business for which the license is required is commenced after June 1, 1957, and the tax on such business is based upon gross sales or receipts or facts to be ascertained, the license shall be assessed upon the probable gross sales or receipts during the balance of one year, or if the amount of tax to be paid is determined by other facts to be ascertained, then a sworn statement as to such facts shall be made, and the license based thereon. Provided, however, that the Director of Finance shall have the right at any time during the period covered by any license to require of such licensee additional sworn statements as to the sales and receipts or other determining facts of such business, and an additional license tax shall be paid in accordance therewith.

Section 7.

When any business is begun after Jan. 1, 1957, the licensee shall pay for such business and the privilege of operating same one-half of the tax prescribed; provided, however, that no license shall be issued for less than one dollar. This section is in compliance with Section 100, article 2, Schedule B, Sub-section D, of the General Law of the State of North Carolina for 1939, as amended.

Section 8.

The adoption of this schedule of license tax shall not abridge the right of the City Council to change, alter, increase, or decrease, any or all of the license taxes herein levied, or to levy taxes on businesses, trades, or professions not hereby taxed, at any time. And when any increase is made, the license shall be revoked unless such license tax be paid within thirty (30) days.

Section 9.

Should any section, paragraph, sentence, clause, or phrase, of this ordinance be declared unconstitutional or invalid for any reason, the remainder of said ordinance shall not be affected thereby.

Section 10.

A separate license shall be required for each place of business, and every class of business for which a license tax is required by this ordinance.

Section 11.

Any license issued under this ordinance shall be subject to revocation or suspension for a definite or indefinite time by the City Manager, without refund of any part of the tax paid, if the licensee or manager, or person in charge of the business, or employees, shall violate any ordinance or law relative to such business, or be convicted of crime, or if, in the judgment of the City Manager, the licensee does, by reason of its nature or the manner of place in which it is conducted, constitute a nuisance or is a menace to good order or to public health, welfare, safety, or morals. And upon the revocation or suspension of any such license, it shall be unlawful for the person to whom such license was granted to continue to conduct such business. Any person, firm, or corporation, violating this provision, shall pay a penalty of fifty ($50.00) dollars. Each day such business is continued after revocation or suspension of license, shall constitute a separate offense.

Section 12.

It shall be the duty of the Director of Finance to see that the Solicitor of the Police Court is furnished with a list of all unpaid license taxes for the fiscal year of 1957-58, and it shall be the duty of the Solicitor of the Police Court to issue warrants for all delinquents, and to prosecute as vigorously as necessary and demand that the same be paid or inflict a penalty as provided in this ordinance.

Section 13.

That every person who shall violate any provision of this ordinance, or carry on any business, trade, or vocation, or profession, on which a license tax has been fixed, without having first paid the tax and received a license, shall be liable to a penalty of fifty ($50.00) dollars for each offense, and each day said business shall be carried on shall constitute a separate and distinct offense.

Section 14.

When a license is issued, it is presumed that the location of the business or the kind of business licensed is not prohibited by some other ordinance; however, if same is prohibited or found to be illegal or illegally operated the City Manager has the authority to revoke the license.

LICENSE SCHEDULE

Section 15

"A"

ABATTOIR, OR SLAUGHTER HOUSE.

Per annum - - - - - - - - - - -

ACCOUNTANTS.

Exempt by State Statutes.

ADVERTISING.

Not specifically taxed.

Every person, firm, or corporation
or contracting for advertising, or engaged in
specifically classified and taxed by
State Statutes, shall pay a license tax of, per

Provided, that this tax shall not apply
lished in the City.

ADVERTISING, OUTDOOR--BILLBOARDS.

Every person, firm, or corporation,
business of outdoor advertising by means of
bulletins, and any other outdoor
grounds, walls, or roofs of buildings, shall
annum - - - - - - - - - - -

(a) Every person, firm, or
boards, poster boards, painted bulletins,
advertisements of any nature, shall have
erson, firm, or corporation in sufficient
manently affixed thereto.

(b) Distribution in the City
tising by tacking, posting on poles, trees,
tures, except on licensed bill

ADVERTISING--DISTRIBUTORS OF SAMPLES,

Every person, firm, or corporation,
handbills, or other printed matter from
anywhere within the corporate limits of the
license tax of, per annum - - - - - -

For one distribution, where the

PROVIDED, that all distributions of
printed matter, shall be delivered to someone
house, or shall be placed under the front door
house, or between the front door and the screen.
or corporation, distributing said circulars,
ter, shall have the name of such person, firm, or
bill, circular, or other printed matter, in
visible and permanently affixed thereto; and
culars, or other printed matter, other than

or corporation, in, or on, whose premises, build-
are placed for advertising purposes, and who
per a license tax of, per annum - - - - - $25.00

Provided, that every person engaged in the business of operating street
cars and/or busses and placing or allowing to be placed within or on such cars,
placards for advertising purposes, and making a charge therefor, shall pay a
license tax of, per annum - $50.00

ADVERTISING - PICTURE MACHINES.

firm, or corporation, operating a moving picture machine,
placards for advertising purposes, shall pay an annual
license

in each place where the advertisement is run, having a seating
capacity less than three hundred (300) - - - - - - - - - - - - - - - - - - - $20.00

in each place where the advertisement is run, having a seating
300) but less than one thousand (1,000) - - - - - - - - - - - - - - - - 35.00

where the advertisement is run, having a seating
and (1,000) or over - 50.00

GIVEN THROUGH STREETS WITH ADVERTISING SIGNS.

- - - - - - - - - - - - - - - - - - - -

ANTIQUE SHOPS.

Any person, firm or corporation, selling or distributing, what is commonly termed antiques, shall pay a license tax of, per annum - - - - - - - - $25.00

ARCADES, PENNY PARLORS, PEEP SHOWS.

Each, per annum - $200.00

NOT PRORATED.

ARCHITECTS.

Exempt by State Statutes.

ART GOODS, MANUFACTURERS OR DEALERS IN.

Residential retail dealers - $10.00
Itinerant - 100.00

ASPHALT OR ASPHALT SUPPLIES.

Dealers, sellers, or distributors in each, per annum - - - - - - - - - - - $50.00

PROVIDED, when building material tax is paid, no additional tax shall be collected under this section.

ATHLETIC SUPPLIES AND SPORTING GOODS.

Every person, firm, or corporation, selling or distributing athletic supplies or sporting goods, shall pay a license tax of, per annum - - - - - - - - $25.00

PROVIDED, every person, firm or corporation selling athletic supplies and sporting goods, where the gross sales are less than $3,000 annually, shall pay a license tax of, per annum - $10.00

ATTORNEYS.

Exempt by State Statutes.

AUCTIONEERS.

(a) Every person, firm or corporation, that conducts auction sales of anything other than real estate, shall pay an annual tax of, as follows:

Residents, each, per year - $10.00
Itinerants, each per day - 5.00
Itinerants, each per week - 10.00

(b) Every person, firm, or corporation, that conducts auction sales of real estate for profit, shall pay a license tax of:

Residents, each per sale - $12.50
Residents, each per year - 25.00
Itinerants, each per day - 25.00

NOT PRORATED.

AUTOMOBILE, MOTORCYCLE AND MOTOR VEHICLE, DEALERS, AND SERVICE STATIONS.

(a) Automobile Service Stations: Every person, firm, or corporation, engaged in the business of servicing, storing, parking, or upholstering of motor vehicles, trailers, or semi-trailers, or engaged in the business of retailing, selling, and/or delivering of any tires, tools, batteries, electrical equipment, automotive accessories or supplies, including radios designed for exclusive use in automobiles, motor fuel and/or lubricants, or any such commodities, shall pay for each location where such business is carried on, a license tax of, per annum - $12.50

(b) Automobile Service Stations, on Sidewalks or Streets: Every person, firm, or corporation, engaged in the business of operating any gasoline or oil pump located on any street or sidewalk, whether such pump is regularly used for the sale of gasoline, or oil, or not, shall pay therefor an annual license tax of, per annum, per pump - $50.00

PROVIDED, all such tanks must be installed under the direct supervision and according to the instructions of the Director of Public Works. A permit to install same must be obtained from the City Manager. The Council reserves the right, however, to prohibit the installation of such tanks on public property within the congested district of said municipality. This tax is for the right to use the sidewalk and is in addition to taxes levied by this ordinance on Automotive Service Stations.

(c) Automobile Equipment and Supply Dealers at Wholesale: Every person, firm, or corporation, engaged in the business of buying, selling, distributing, exchanging, and/or delivering, automobile accessories, parts, tires, tools, batteries, and for other automobile equipment and for other supplies, of any of such commodities at wholesale, shall pay for each location where such business is carried on a license tax for every place of business, of per annum - - - - - $62.50

PROVIDED, where the wholesale tax is paid the retail tax is not collectible under sub-section (c).

PROVIDED, any person, firm, or corporation, engaged in the business named in this section, and having no located place of business, but selling to retail dealers by means of some form of vehicle, shall pay for such license, on each such vehicle used in such business, a tax of, per annum - - - - - - - - - $25.00

(d) Auto Top Builders: Every person, engaged in the business of [illegible] tops for automobiles, busses, or trucks, including necessary curtains [illegible] therefor a license tax of, per annum - - - - - - - - - - $12.50

(e) Awning Manufacturers: Every person, engaged in the business of manufacturing awnings for automobiles, busses, or trucks, and not including such automobiles, busses, or trucks, shall pay therefor a license tax of, per annum - $12.50

(f) Battery Dealers: Every person engaged in the business of buying, distributing, and/or exchanging storage batteries or storage battery supplies or commodities, shall pay therefor a license tax of, per annum - $10.00

(g) Motor Vehicle Dealers: Every person engaged in the business of [illegible], distributing, servicing, storing, and/or exchanging motor vehicles, trailers, semi-trailers, tires, tools, batteries, electrical equipment, [illegible] and/or automotive equipment and supplies, shall pay for each location where such business is carried on, a license tax of, per annum - - $50.00

PROVIDED, that persons, firms, or corporations, dealing in second-hand motor vehicles exclusively, shall be liable for - - - - - - - - $50.00

(h) Automobile Equipment, Used Parts: Every person, firm or corporation buying and selling second-hand, used parts for automobiles, or repairing automobiles, shall pay a license tax for each business of, per annum - - - $12.50

AWNINGS.

Every person, firm or corporation, operating any business of manufacturing, selling, and installing or erecting tents or awnings, shall pay a license tax of:

Per annum - $50.00
Itinerants, each - 100.00

NOT PRORATED.

PROVIDED, that where stores sell ready-made standard size window awnings, only, not more than 12 feet in width, shall pay a license tax of, per annum - $15.00

PROVIDED, that persons engaged only in the business of installing or erecting awnings or tents, shall pay a license tax of, per annum - - - - - - - $15.00

-qs-

BAKERY PRODUCTS, CAKES, CRACKERS, AND DOUGHNUTS.

(a) Every person, firm, or corporation, operating a bakery for the purpose of manufacturing bread, cakes, crackers, or doughnuts, shall, if selling at retail, pay a license tax of, per annum - $25.00

(b) Selling bakery products, including bread, crackers, cakes, and doughnuts, at wholesale, per annum - $125.00

(c) Every person, firm, or corporation selling the following bakery products, including bread, cakes, crackers, or doughnuts, shall pay for the privilege of delivering such products within the city, a license tax of, per annum - - - - - - - - - - - - - - - - - - -

BEAUTY SHOPS OR PARLORS.

(See "Barber Shops").

BED MANUFACTURERS.

Each, per annum - $25.00

BEER AND OTHER BEVERAGES.

Regulated by Special City Ordinances, Nos. 241, 256, 289.

NOT PRORATED.

BICYCLES.

Each dealer or agent selling, supplying, repairing, or renting, per annum - $12.50

BILLBOARDS, ADVERTISING BY USE OF.

See "Advertising".

BILLIARDS AND POOL.

Every person, firm or corporation, association, club, or organization, by whatsoever name called, who shall rent, own, run, maintain, or operate a table or tables on which billiards, pool, or snooker, as played, whether operated by slot or otherwise, shall pay, per annum, for the privilege of operating such billiard, pool, or snooker tables, a license tax for each table, as follows:

Tables measuring not more than 7 ft. wide and 4 ft. long - - - -	$ 5.00
Tables measuring not more than 2½ ft. wide and 5 ft. long - - -	10.00
Tables measuring not more than 3 ft. wide and 6 ft. long - - -	15.00
Tables measuring not more than 3½ ft. wide and 8 ft. long - - -	20.00
Tables measuring more than 3½ ft. wide and 8 ft. long - - - -	25.00
Tables measuring more than 4 1/2 ft. wide and 9 ft. long - - -	30.00

PROVIDED, that in the event there should be kept, maintained, and operated, any table or tables whose measurements either by width or length were in excess of any of the dimensions in the schedule above enumerated, then and in such event such table or tables so kept, maintained and operated, shall pay a license tax at the rate of the next larger size table above classified.

BINDER OF BOOKS.

Including job printing, each, per annum - - - - - - - - - - - - - - $30.00
Not including job printing, each, per annum - - - - - - - - - - - - 15.00

BIRDS.

Every person, firm, or corporation, selling live birds, per annum - $10.00

PROVIDED, that when pet shop license tax has been paid, no bird license shall be collected.

BLANKETS AND/OR RUGS.

Every person, firm or corporation operating a business where the principal items are blankets and/or rugs, shall pay a license tax of, per annum - $10.00

BOATS, CANOES

(See "Vessels, Boats").

BOXING MATCHES, SPARRING EXHIBITIONS, OR ANY EXHIBITION OR PERFORMANCE OF LIKE CHARACTER.

Each, per day - $50.00

BROKERS, PAWN.

Every person, firm or corporation, making or selling or distributing

blueprints, each, per annum - - - - - - - - - - - - - - - - - - -

or other place open to the public for the shining of shoes, containing two or more seats or chairs, shall be charged per annum, for each seat or chair - - $ .50

BOTTLING WORKS.

(a) Every person, firm, or corporation, manufacturing, producing, bottling, or distributing in bottles, or other closed containers, soda water, Coca-Cola, Pepsi-Cola, Ginger Ale, Chero-Cola, Dr. Pepper, Grape, and other fruit juices or imitations thereof, carbonated or malted beverages, and like preparations, commonly known as soft drinks, shall pay a special license tax under the following schedule, to-wit:

LOW PRESSURE EQUIPMENT:

Where the machine or the equipment unit used in the manufacture of the above named beverages is:

51 spouts or greater capacity, low-pressure filler	$225.00
41 spouts and less than 51 spouts, low-pressure filler	187.50
36 spouts and less than 41 spouts, low-pressure filler	150.00
32 and less than 36 spouts, low-pressure filler	125.00
24 spouts and less than 32 spouts, low-pressure filler	87.50
18 and less than 24 spouts, low-pressure filler	62.50
12 and less than 18 spouts, low-pressure filler	21.87

HIGH PRESSURE EQUIPMENT.

Where the machine or the equipment unit used in the manufacture of the above named beverage is a:

Royal (8-head); Shields (6-head); Adriance (6-head); or other high pressure equipment having manufacturers' rating capacity of over 60 bottles per minute - - -

person, for license; and file bond with a company licensed to do such business in the State of North Carolina as surety conditioned as the said Council may determine, which bond must be approved by the Solicitor of the Police Court; provided, every pawnbroker shall make a daily report to the Chief of Police, such report to give an accurate record of each individual article received or deposited as surety, showing name and address of owner. A description of each item sufficient for identification, amount advanced for loan, date report is made, etc., in a clear legible hand or on a typewriter.

Any person, firm or corporation, transacting the business of loan broker without a license, as provided in this section, or failing to comply with the provisions of this section, shall be guilty of a misdemeanor, and fined not less than fifty ($50.00) dollars.

BROKERS, STOCK.

Every dealer in stocks, bonds, or other securities, engaged in buying or selling on commission, or buying and selling for the account of others, shall pay a license tax of, per annum - - - - - - - - - - - - - - -

BUILDING & LOAN ASSOCIATIONS.

Exempt from taxation by Section 19.

BUILDING MATERIAL.

(a) Every person, firm, or corporation, dealing in sand, cement and/or other building materials, glass and paints, shall pay a license tax per annum of - - - - - - - - - - - - - -

a week, shall pay for the privilege of engaging in such business or amusements, for each week or part of a week, a tax of - - - - - - - - - - - - - - - - - - - $150.00

Provided, before any carnival company shall give any performance or exhibition, or open for the conduct of business within the corporate limits of the City of Asheville, an application in writing shall be made to the City Council, verified by the owner or manager of such carnival company, giving the following information:

The name of the owner of such carnival company, and in the event such owner is a corporation, the state where chartered, and its office or principal place of business, together with names of the officers of such corporations, or if a partnership, the names of all the partners; also, the route for a period of three weeks following the playing in the City of Asheville.

Only one carnival will be licensed to play within the corporate limits of the City during any one month, and in the event of the granting of any license permit, such permit shall authorize only the operation of the exhibition known as "Shows", or "rides", and the operation of any gambling games, including "wheels", "stores", or other concessions, are expressly prohibited, and the right is hereby reserved to refuse any and all applications for permits, and in no event will any rebates, reductions from the tax levied, be made for any cause or purpose whatsoever.

A cash deposit of fifty dollars will be required for each carnival before "setting up" on lot, to defray the expenses of the Sanitary Department for cleaning up the lot used. The actual cost of cleaning will be charged and a refund will be made in the event of any surplus.

CARTRIDGES.

See "Pistols".

CARPET OR RUG CLEANING.

Per annum - - - - - - - - - - - - - - - - - - -

CIRCUSES.

Every person, firm, or corporation, engaged in the business of exhibiting performances, such as a circus, menagerie, wild west show, dog and/or pony show, or any other show, exhibition, or performance similar thereto, shall pay the following tax for each day or part thereof:

(a) Such shows and/or exhibitions traveling on railroads and requiring transportation of:

Not more than two cars	$15.00
Three to five cars, inclusive	
Six to ten cars, inclusive	
Eleven to twenty cars, inclusive	62.50
Twenty-one to thirty cars, inclusive	87.50
Thirty-one to fifty cars, inclusive	125.00
Over fifty cars	150.00

(b) Such shows and/or exhibitions traveling by automobiles, trucks or other vehicles, other than railroad cars, and requiring transportation of:

Not over two vehicles	$
Three to five vehicles	
Six to ten vehicles	
Eleven to twenty vehicles	
Twenty to thirty vehicles	
Thirty to fifty vehicles	
Fifty-one to seventy-five vehicles	
Seventy-six to one hundred vehicles	
Over One hundred vehicles, per vehicle	

It is the intent of this subsection that [illegible] certain circus property or personnel, whether owned by [illegible] shall be counted in computing the tax.

(c) Each side show, curiosity show, or other similar show, exhibition on the same or contiguous lots with a circus, the tax shall be, per day or part of a day - - -

(b) RETAIL: Every person, firm or corporation, either as agent or principal, engaged in and conducting the business of selling or delivering coal or coke at retail within the corporate limits of the City of Asheville, shall pay a license tax of, per annum - $75.00

PROVIDED, however, that dealers or peddlers in coal who sell in quantities of five hundred pounds or less, shall pay per annum - - - - - - - - - $25.00

Those who sell in quantities of 100 pounds or less shall pay, per annum - $5.00

NOT PRORATED.

COCA-COLA, BOTTLING WORKS, MERCHANTS OF.

See "Bottling Works".

COFFEE.

See "Tea, Coffee, and Sugar".

COFFEE ROASTERS.

Every person, firm or corporation, engaged in operating one or more coffee roasting machines, shall pay a license tax of, per annum - - - - - - - $25.00

COFFINS, CASKETS—DEALERS IN.

See "Caskets, Coffins, Dealers In"

COLD STORAGE WAREHOUSES.

On each person, firm or corporation operating a warehouse where cold storage is furnished for any purpose, a license shall be paid, per annum - - $125.00

Where this tax is paid no other warehouse tax shall be paid.

COMMERCIAL AGENTS.

Each, per annum - $25.00

COMMISSION BUYERS AND SELLERS.

Every person, firm or corporation, who or which engages in the business of buying and/or selling on commission any cotton, grain, provisions, or other commodities, either for actual, spot, or instant delivery, shall pay a license tax of, per annum - $50.00

CONTRACTORS AND CONSTRUCTION COMPANIES.

(a) Every person, firm or corporation who, for a fixed price, commission, fee, or wage, offers or bids to construct within the City of Asheville any building, highway, street, sidewalk, bridge, culvert, sewer, water or drainage system, electric or steam railway, reservoir, or dam hydraulic or power plant, transmission line or tower, excavation, or grading or other improvement of structure, or any part thereof, shall pay a license tax of, per annum - - - - - - - - - - - - - - - - - - -

(b) On each motor vehicle hauling or delivering milk products at retail or wholesale, a license tax shall be paid of, per annum - - - - - - $15.00

(c) On each horse-drawn vehicle, a license tax shall be paid of per annum - $7.50

Provided, that where the $200.00 license is paid under sub-section (a) the taxes under sub-section (b) and (c) are not collectible.

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DANCES.

Every person, firm or corporation, operating a dance hall where admission is charged, or where a charge per dance is made, in the City of Asheville, shall pay a license tax of, per annum - - - - - - - - - - - - - - - - - - $25.00

Where the annual license tax is not paid, per dance - - - - - - - - - - - $ .00

This tax shall ~~not~~ apply to any place where dances are given, regardless of whether other tax is paid or for what purpose the proceeds are to be used.

DANCING SCHOOLS.

Every person, firm or corporation, operating a dancing school, or place for giving instruction in dancing shall pay a license tax of, per annum - $10.00

DECORATORS.

Every person, firm or corporation, placing decorations or buntings on buildings, streets, or other places, for compensation, shall pay a license tax of:

Resident - $15.00
Itinerant - 75.00

NOT PRORATED.

DECORATORS, INTERIOR.

See "Interior Decorators".

DELICATESSENS.

Every person, firm or corporation, operating a delicatessen stand, shall pay a license tax of, per annum - $25.00

However, if restaurant service is given, a tax shall be paid as herein provided for restaurants.

DELIVERY AGENCIES.

Parcel or delivery companies shall pay a license tax, where automobiles or trucks are used, of per annum - $60.00

Provided, however, that persons, firms or corporations, delivering packages, parcels or bundles, and charging for such service, and using bicycles, or delivering by other means, shall pay a license tax of, per annum - - - $15.00

Provided, further, that persons, firms, or corporations, delivering packages, parcels, bundles, by motorcycle, and charging for such service, shall pay a license tax of, per annum - $30.00

DENTAL LABORATORIES SUPPLIES OR EQUIPMENT.

Every person, firm or corporation, selling, distributing, and/or jobbing dental supplies, shall pay a license tax of, per annum - - - - - - - $50.00

Provided, however, that the provisions of this section shall not apply

to licensed drug stores or licensed dentists.

DENTISTS.

Exempt by State Statutes.

DETECTIVE AGENCIES.

Each, per annum - $20.00
Each employee of any agency, per annum - - - - - - - - - - - - - - - - $ 5.00

DEVICES, TRADING STAMPS, ETC.

On every person, firm, or corporation, engaged in the business of issuing, selling, and/or delivering trading stamps or checks, receipts, certificates, tokens or other similar devices, to persons engaged in trade or business with the understanding or agreement expressed or implied that the same shall be presented or given by the latter to their patrons as a discount, bonus premium or as an inducement to secure trade or patronage, and that the person, firm or corporation, selling and/or delivering the same will give the persons presenting or promising the same, money or thing of value, or any commission or preference in any way on account of possession or presentation thereof, license tax of, per annum - $200.00

(a) This section shall not be construed to apply to a manufacturer or to a merchant who sells the goods, wares, or merchandise of such manufacturer offering to present to the purchaser or customer a gift of certain value as an inducement to purchase such goods, wares or merchandise.

DIRECTORIES.

Every person, firm or corporation, compiling, selling, or delivering city directories, shall pay a license tax of, per annum - - - - - - - - - - $25.00

~~DOGS. (THREE MONTHS OLD OR OVER).~~

~~Each, per annum (male and spayed female) - - - - - - - - - - - $1.00~~
~~Each, per annum (female) - 2.50~~
~~Duplicate tags each - .10~~

~~All dogs running at large in a public place between May 1st and October 1st shall be muzzled or on a leash.~~

~~PROVIDED, that any dog caught on the streets of the City of Asheville, without a City license, shall be impounded and an impounding fee of $1.00 shall be paid, in addition to the license as prescribed in this ordinance, and if the dog is not called for within five days, the owner shall have no claim on said dog.~~

~~If the licenses on dogs are not paid within five days from date of notice, the owner will be subject to a summons to the Police Court of the City of Asheville.~~

~~The City Tax Office, upon positive identification of a dog biting any person, shall notify the owner to confine said dog at a licensed veterinarian for 21 days, at the owner's expense.~~

~~Seven dogs or more, see "Kennels".~~

~~NOT PRORATED.~~

DOUGHNUTS.

All Green Bobby or doughnut machines, each, per annum - - - - $10.00

DRUG STORE LUNCHES.

See "Restaurants".

DRY GOODS AND/OR NOTIONS AT WHOLESALE.

Every person, firm or corporation selling dry goods, and/or notions, at wholesale, shall pay a license tax of, per annum - - - - - - - - - - $25.00

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DYERS.

See "Cleaning Clubs".

EGGS.

See "Poultry and Eggs".

ELECTRICAL ENGINEERS.

Exempt by State Statutes.

ELECTRICAL EQUIPMENT, FIXTURES OR SUPPLIES.

Every person, firm or corporation, selling or distributing any electrical equipment, supplies, or fixtures, where the principal business done is electrical equipment, fixtures, or supplies, shall pay a license tax of, per annum - $25.00

Where the principal business done is not from the sale of electrical equipment, fixtures, or supplies, a tax of, per annum - - - - - - - - - - - - - - $10.00

ELECTRICAL CONTRACTORS, PLUMBERS, STEAM AND GAS FITTERS.

See "Contractors".

ELECTRIC LIGHT COMPANIES.

On every electric light company, power company, gas company, or street railway company, doing business or having an office within the City, an annual license tax of one per cent on the gross receipts of its said business shall be paid.

ELECTRIC SIGNS.

Every person, firm, or corporation, selling, erecting, repairing, making, or distributing electric signs, shall pay a license tax of, per annum - - - - - - - - - - - - - - - - - - -

FEATHER RENOVATORS.

Each, per annum - $25.00

FERRIS WHEELS.

See "Riding Devices".

FERTILIZER DEALERS.

Every person, firm or corporation or their agents selling, delivering or distributing fertilizer or plant food, shall pay a license tax of each, per annum - - - - - - - - - - - - - - - - - - -

FRATERNAL INSURANCE ORDERS.

Exempt by State Statutes.

FRUIT PEDDLERS.

See "Fruits and Produce".

FRUIT STANDS.

Every person, firm or corporation whose principal business is selling fruits and/or vegetables shall pay for fruits and vegetables a license tax of - - -

and shall apply for and procure from the collector of special license taxes a municipal license for the privilege of transacting such business and shall pay for such license the following annual tax:

Peddling on foot, per annum - $5.00
Peddling with horse drawn vehicles, per annum - - - - - - - - - - 5.00
Peddling with passenger car or with small trucks, up to and including one-half ton capacity - - - - - - - - - - - - - - - - - - - 7.50
Trucks of over one-half ton capacity - - - - - - - - - - - - - - 12.50

PROVIDED, however, that before license can be issued by the City to permit peddling within the corporate limits of the City of Asheville, every such person shall exhibit to the Tax Collector his or its state license for the privilege of peddling.

Any person, firm, or corporation employing in the service of another as a peddler, whether on a salary or on a commission basis, shall be liable for the payment of taxes levied in this section.

(b) Any person, firm or corporation, who or which sells or offers to sell, from a cart, wagon, truck, automobile, or other vehicle, operated over and upon the streets within the City, any fresh fruits and/or vegetables shall be deemed a peddler within the meaning of this section, and shall pay the annual license tax levied in Sub-section (a) of this section with reference to the character of vehicle employed.

(c) Any person, firm or corporation, who or which sells or offers for sale, from any railway car, fresh fruits and/or vegetables, shall be deemed a peddler within the meaning of this section and shall pay an annual license tax of - - - - - - - - - - - - - - - - - - -

a chicken hatchery, shall pay a license tax of, per annum - - - - - - - $25.00

HATS.

See "Millinery".

HEALING--PROFESSIONAL ART.

Exempt by State Statutes.

HIDE DEALERS.

Each, per annum - $100.00

HORSES, MULES, AND PONIES--DEALERS IN.

Every person, firm or corporation, engaged in the business of buying and selling horses and/or mules and/or ponies, shall pay a license tax of, per annum - $50.00

HOSPITAL SUPPLIES--DEALERS IN.

Every person, firm or corporation engaged in the business of selling or distributing hospital supplies shall pay a license tax of, per annum - $40.00

Provided, however, the tax shall not be collected from persons, firms or corporations operating a drug store.

HOTELS.

Every person, firm or corporation operating a hotel, motel, motor hotel, shall pay the following tax, per annum:

(a) American Plan: For hotels operating on the American Plan for rooms in which rates per day are:

Less than $2.00 - - - - - - - - - - - - - - - - - - -

INSURANCE FIRE COMPANIES.

Exempt by State Statutes.

INSURANCE FIRE ADJUSTERS.

Exempt by State Statutes.

INSURANCE—FRATERNAL ORDERS.

Exempt by State Statutes.

INSURANCE—TITLE.

See "Title Insurance".

INTERIOR DECORATING AND WALL-PAPER HANGING.

Every person, firm or corporation engaged in [illegible] paper-hanging, or engaged in the business of interior decorating, shall pay a license tax as follows:

Wall-paper hanging, per annum [illegible]
Interior decorating, per annum [illegible] $10.00
Interior decorating does not include painting or wall-paper hanging.

"J"

JEWELRY.

Every person, firm or corporation operating a [illegible] or shop, or selling plated and silverware, shall pay a license tax of, per annum [illegible] $45.00

Every person, firm or corporation having a jewelry department, selling plated or silverware or what is commonly known as costume or ornamental jewelry, and not engaged principally in the sale of jewelry, shall pay a license tax of, per annum [illegible] $40.00

JEWELRY TAGS.

Every person, firm or corporation making key rings, tags, etc., in any place other than a building for such purposes, shall pay a license tax of, per annum [illegible] $10.00

NOT PRORATED.

PROVIDED, that no person shall be allowed to sell jewelry, key rings, tags and trinkets upon public property or on the streets, sidewalks, or alleyways of the City.

JEWELRY REPAIR SHOPS—OR WATCHMAKERS.

Every person, firm or corporation operating a jewelry or watch repair shop shall pay a license tax of, per annum [illegible] $5.00

PROVIDED, that where a jewelry shop or store pays a jewelry tax, no tax shall be collected hereunder.

JUNK DEALERS.

Every person, firm, or corporation engaged in the business of buying and/or selling or dealing in what is commonly known as junk, including scrap metals, glass, waste paper, waste burlap, waste cloth and cordage of every nature, kind and description, shall apply for and obtain a license for the privilege of engaging in such business and shall pay for such license an annual tax for each location where such business is carried on [illegible] $62.50

Any person, firm or corporation desiring a license hereunder, must first make application in person to the City Manager, and shall be required to furnish justified bond in the sum of $1,000.00 conditioned [illegible] the City Ordinance applicable thereto.

"K"

KENNELS, DOG.

Every person, firm or corporation buying, selling or offering for sale dogs or puppies shall pay a license tax of, per annum [illegible] $50.00

The keeping of seven or more dogs on the same premises, shall constitute the keeping of a kennel.

KNIFE OR CANE RACKS.

See "Cane Knives".

KNIVES.

See "Pocket Knives".

KNUCKLES, BRASS.

See "Pocket Knives".

KODAKS.

See "Cameras".

"L"

LABOR AGENCY OR EMPLOYMENT BUREAU.

Every person, firm or corporation, either as agent or principal, [illegible] soliciting, hiring, and/or contracting with laborers, male or female [illegible] for employment out of the State, shall pay a license tax of, [illegible] $100.00

Every person, firm or corporation, who or which engages in the business of securing employment for a person or persons and charging therefor a fee, [illegible] or other compensation, shall pay a license tax of, per annum [illegible] $100.00

PROVIDED, however, that this section shall not apply to any employment agency operated by the Federal Government, the State, or any County or Municipality [illegible] whose sole business is procuring employees for work in the harvesting [illegible] within the State of North Carolina.

LAUNDRIES.

Every person, firm or corporation engaged in the business of operating laundries, wet and/or damp wash laundries, where steam, electricity or other power is used, also including renting towels and other linens, shall pay a license tax of, per annum [illegible] $62.50

PROVIDED, that any laundry, known as launderette, laundromat, laundrette and similar types of business herein referred to, where the work is performed by home-size machines only, and where not more than 12 persons are employed including the owner, shall pay a license tax of, per annum [illegible] $31.25

PROVIDED, that any laundry or other concern doing a gross volume of business of less than $100.00 per month, shall pay a license tax of, per annum [illegible] $25.00

PROVIDED, also, that this section shall not apply to washerwomen.

LAUNDRY AGENCIES.

Every person, firm, or corporation operating what is commonly called a cash and carry office receiving laundry and/or cleaning and pressing shall pay a tax of, per annum [illegible] $10.00

LAUNDRY AGENCIES.

Every person, firm or corporation engaged in the business of operating a laundry outside of Asheville, and soliciting laundry business within

the City of Asheville through agents, shall pay a license tax of, per ann- ... $12.

LAWYERS.

Exempt by State Statutes.

LEASING OR SELLING FILMS.

Exempt by State Statutes.

LECTURES, PROFESSIONAL.

Each lecture where admission is charged, ... charitable, religious, or educational purposes ...

LEMONADE--ITINERANT.

See "Balloons".

LEMONADE STANDS.

On public occasions, same as ...

LIFTING MACHINES, BLOWING MACHINES.

Each, per day - - - -

LIGHTNING ROD AGENTS.

Each lightning rod dealer ... receiving point, shall pay a license tax ...

LINEN SERVICE.

Every person, firm or corporation ... linen for a rental or on a fee basis, shall pay ... num - - -

[illegible] proportion of the market value of the coin deposited; nor shall it apply to [illegible] where vending cups are delivered at not more than one cent per cup.

The [illegible] of each and every slot machine or slot lock shall have [illegible] which shall be issued with the license, same to be pasted on each machine.

Any slot machine being operated without being properly licensed, shall be confiscated and [illegible] by the Tax Collecting authorities and same shall not be released until said tax is paid, and a penalty of Two Dollars ($2.00) for each machine so confiscated or sealed. Any person breaking a seal and operating such machine after same has been sealed, shall be liable to a penalty of $50.00 for each offense.

MACHINERY.

See "Agricultural Implements and Machinery".

MAKERS OF BONDS.

See "Bond Makers".

MANICURISTS.

Resident, each per annum - $5.00
Itinerant, per annum - 50.00

MANUFACTURERS--MISCELLANEOUS.

Every person, firm or corporation engaged in the business of manufacturing any product not taxed under this Schedule, shall pay a license tax of, per annum - $25.00

MASSAGE ESTABLISHMENTS.

Each, per annum - $25.00
Itinerant, per day - 5.00

MATCHES--WRESTLING.

See "Games".

MATTRESS FACTORIES OR RENOVATORS.

Each, per annum - $25.00

MEATS.

(a) Every person, firm or corporation engaged in the operation of a meat market, shall pay the tax in accordance with the classification hereinafter set forth:

CLASS A: Meat markets selling 500 lbs. or less of fresh meats per week, each, per annum - $25.00

CLASS B: Meat markets selling from 500 to 1,000 lbs. of fresh meats per week, each, per annum - $50.00

CLASS C: Meat markets selling from 1,000 to 1,500 lbs. of fresh meats, per week, each, per annum - $75.00

CLASS D: Meat markets selling over 1,500 lbs. of fresh meats per week, each, per annum - $150.00

Provided, however, that the Director of Finance may require at any time an affidavit from any operator for any week during the tax year, and if

-3-

during any week of the tax year a meat market operator sells more than allowed in the Class in which he is paying license he shall be required to pay the difference between that and the Class in which he belongs.

Provided, that such license tax shall be paid for each meat market operated within the corporate limits of the City of Asheville.

Every person, firm or corporation selling cured and/or spiced meats only (salt pork and fatback excluded) shall pay a license tax of, per annum - $10.00

Provided, however, meat markets paying license for handling fresh meats shall not be liable for the additional license on cured and/or spiced meats.

(b) Every person, firm or corporation engaged in the wholesale distribution or sale of fresh procured meats - - - - - - - - - - - - - - - - - - $50.00

(c) Every person, firm or corporation storing, jobbing, or selling meats of any kind from warehouses within the city limits - - - - - - - - - $150.00

Provided, that the provisions of this section shall not apply to any persons, firms or corporations who have paid the tax levied on packing houses.

NOTE: Meat not having been salted longer than twenty days shall be considered fresh meat, and the license shall be collected as itemized on retail and wholesale dealers of fresh meats. PROVIDED, that from and after the passage of this ordinance it shall be unlawful for any person, firm or corporation to operate a meat market without first obtaining a meat market permit from the Health Officer which must be in force during period of operation and a copy of the same must be conspicuously posted at all times within the said market so as to be plainly visible to all customers who may patronize such market.

MEAT DISTRIBUTORS.

Every person, firm or corporation, selling, distributing and delivering meat at wholesale or retail, and not having a place of business in the City of Asheville, shall pay a license tax, of, per annum - - - - - - - - - - - - $50.00

Handling sheep only - $15.00

PROVIDED, the provisions of this section shall not apply to persons, firms or corporations paying packing house license.

MEDICINE SELLERS OR VENDORS.

See "Goods, Wares and Merchandise".

Free shows in connection with the selling of medicines or other merchandise in other than licensed theatres or moving picture shows, prohibited within the corporate limits of the City of Asheville.

MENAGERIES.

See "Circuses".

MERCHANTS--ITINERANT. Also See "Bankrupt or Fire Stock".

Every itinerant or salesman selling as proprietor or agent in any lot or in a storeroom, goods, wares, or merchandise, on which an itinerant or other tax is not herein specifically imposed, shall pay a license tax of, per annum - $100.00

NOT PRORATED.

PROVIDED, that all such sales on any street, square, alley or other municipal property is expressly prohibited.

-4-

[illegible] shall be collected from trustees or officers of a corporation [illegible] sales under Order of Court.

[illegible]

See "Guns, Pistols and Revolvers".

[illegible]

[illegible] for delivery or less, per annum - - - - - - - - - - - - - $10.00
[illegible] and two helpers, per annum - - - - - - - - - - - - - - 25.00

[illegible]

See "Diamonds".

MERRY-GO-ROUND OR FLYING JENNY.

See "Riding Devices".

METAL BROKERS AND DEALERS.

Every person, firm, or corporation buying and selling [illegible] or principal, old metal, old brass, lead and any other metals, shall pay a license tax of, per annum - $150.00

METAL WORKING ESTABLISHMENTS OR TIN SHOPS.

See "Contractors and Construction Companies".

METALLIC CARTRIDGES.

See "Pistols".

METALLIC, BRASS, OR IRON KNUCKLES.

See "Bowie Knives".

MILK PASTEURIZERS AND CREAMERIES.

See "Creameries and Dairies".

MILL SUPPLIES.

Every person, firm or corporation selling or distributing mill or factory supplies, shall pay a license tax of, per annum - - - - - - - - - - - - - - - - - - -

NEWSPAPER OR MAGAZINE DISTRIBUTORS.

Per annum - $25.00

NURSERIES.

Every person, firm or corporation operating a nursery, or selling or displaying for the purpose of advertisement or sale nursery products, shall pay a license tax of, per annum - - - - - - - - - - - - - - - - - - - $25.00

PROVIDED, if person growing plants or evergreens in City or in Buncombe County not operating a store, no tax shall be collected. As to seedling plants, bulbs and evergreens, see "Goods, Wares and Merchandise".

"O"

OCULISTS.

Exempt by State Statutes.

OFFICE EQUIPMENT.

Every person, firm or corporation engaged in the business of selling office equipment or supplies, shall pay a license tax of, per annum - - - - - - - - - - - - - - - - - - -

---------- $25.00

operating a nursery, or selling or
or sale nursery products, shall
per a license tax of, per annum ---------- $25.00

PROVIDED, if such plants or evergreens in City or Buncombe
County are sheared, a tax shall be collected. Peddling plants,
Bulbs and evergreens see "Farmers, Fakirs and Hucksters and Peddlers".

OFFICES.

Exempt by State Statutes.

OFFICE EQUIPMENT.

Every person, firm or corporation engaged in the business of selling office equipment or supplies, shall pay a license tax of, per annum ---$25.00

OIL, FUEL.

See "Fuel Oil".

OILS AND GASOLINE.

(a) Every person, firm or corporation engaged in the business of selling illuminating or lubricating oils or greases, or benzine, naptha, gasoline, or other products of like kind from an agency, station or warehouse, for the distribution or sale of the aforementioned commodities as defined in Section 137 of the Revenue Act of 1939, As amended shall pay a license tax of, per annum ---------- $50.00

PROVIDED, that this shall apply only to agencies or warehouses in the City of Asheville engaged in the distribution or sale of the commodities enumerated.

(b) Every person, firm or corporation engaged in the business of selling illuminating or lubricating oils or greases, or benzine, naptha, gasoline, or other products of like kind, who do not maintain an agency, station or warehouse within the City of Asheville, shall pay a license tax of, per annum ---------- $50.00

(c) Every person, firm or corporation engaged in the business of reconditioning or refining oils, shall pay a license tax of, per annum -$20.00

OPERAS.

See "Theatres".

OPTICAL SUPPLIES.

Every person, firm or corporation selling optical goods or supplies or eyeglasses, shall pay a license tax of, per annum ---------- $150.00

Provided, however, that the foregoing tax shall not be collected from [illegible] optometrists, or oculists.

ORGANS.

Exempt by State Statutes.

ORDERS--FRATERNAL.

Exempt by State Statutes.

ORGANS, PIANOS AND PHONOGRAPHS.

Every person, firm or corporation engaged in the business of selling, offering or soliciting for sale, any of the articles hereinafter enumerated, shall for the privilege of conducting such business, a special license tax, per annum as follows:

Pianos and/or graphophones, radios or radio accessories, victrolas or instruments using disc or cylinder records, and/or the sale of records for either or all of these instruments ---------- $5.00

Each traveling representative or agent for the sale of pianos, [illegible] radios, or radio accessories, victrolas, or other instruments using disc or cylinder records, and/or the sale of records for either or all of these instruments ---------- $5.00

ORGANS, PIANOS OR REPAIRERS.

Each piano tuners or repairers, per annum ---------- $5.00
[illegible] per annum ---------- 50.00

OYSTERS IN [illegible]

[illegible] ---------- $25.00

Exempt by State Statutes.

OYSTER DEALERS.

"Fish and Oyster Dealers".

PACKING HOUSES.

Every person or corporation engaged in or operating a meat packing house or wholesale dealer in meat packing house products, who also operates a cold storage warehouse in connection therewith, shall pay for each such packing house or cold storage warehouse a license tax of, per annum ---------- $150.00

PAINTING.

"Contractors".

PAPER.

Every person, firm or corporation selling or distributing paint, [illegible] products, shall pay a license tax of, per annum $25.00

Where roofing is sold an additional tax of $5.00 shall

PAPER AND PAPER PRODUCTS.

Every person, firm or corporation engaged in the sale or distribution of paper or paper products, where twenty per cent or more of their business is the sale or distribution of paper, shall pay a license tax of, per annum ---------- $50.00

PROVIDED, that where less than 20% of the business is paper

products, the license tax shall be - - -

Application for permit to exhibit must be made in the same manner as herein required of a circus, and no performance shall be given unless permit is granted.

PIPE OR CEMENT BLOCKS.

See "Cement Blocks".

PISTOLS.

Every person, firm or corporation who is engaged in the business of keeping in stock, selling, and/or offering for sale any of the articles or commodities hereinafter enumerated, shall pay the following tax, per annum:

(a) For pistols - $50.00
(b) For bowie knives, dirks, daggers, sling shots, loaded canes, iron or metallic knuckles, or articles of like kind - - - - - - - - - - $200.00
(c) Blank cartridge pistols - 200.00

PROVIDED, however, that if such person, firm or corporation deals only in metallic cartridges, the tax shall be, per annum - - - - - - - - - - $5.00

PLANTS AND BULBS AND EVERGREENS.

See "Seeds and Plants".

PLUMBING CONTRACTORS.

See "Contractors".

PLUMBING SUPPLIES.

Every person, firm or corporation selling plumbing supplies, fixtures and/or equipment pay a license tax of, per annum (wholesale) - $100.00

PROVIDED, every person, firm or corporation selling plumbing supplies, fixtures and/or equipment, only at retail, shall pay a license tax of, per annum - $50.00

PROVIDED, however, where the above license is paid, then the contractor's license shall not be required.

POLES, CROSS-TIES, OR SIMILAR ARTICLES.

See "Buying and Shipping Of"

PONY AND DOG SHOWS.

See "Circuses".

POOL ROOMS.

See "Billiards".

POULTRY--EGGS.

Every person, firm or corporation buying or selling poultry or eggs, at wholesale, shall pay a license tax of, per annum - $20.00

Where poultry and eggs are sold, at wholesale - 30.00

POWER, GAS AND ELECTRIC LIGHT COMPANIES.

See "Electric Light Companies".

PRESSING CLUBS, DRY CLEANING PLANTS, AND HAT BLOCKERS.

Every person, firm or corporation engaged in the business of pressing and/or dry cleaning any article of clothing, re-shaping, cleaning and/or re-blocking any hats, shall pay a license tax of, per annum, as follows:

(a) Where not more than three persons are employed - - - - - - - - $10.00
(b) Where more than three persons and not more than six persons are employed - $25.00
(c) Where more than six persons are employed - - - - - - - - - - - $40.00

Every person, firm or corporation operating what is commonly called a cash and carry office, receiving laundry and/or cleaning and pressing shall pay a tax of, per annum - $10.00

Every person, firm, or corporation soliciting cleaning work and/or pressing in the City of Asheville where the actual cleaning and/or pressing is done in a cleaning plant or press shop located outside the City of Asheville shall pay a license tax equal to the tax which would be paid by said cleaning plant or pressing shop as if said cleaning plant or pressing shop was actually located and being operated in the City of Asheville where the soliciting is done.

PRINTED ADVERTISEMENTS, SIGN TACKING, ETC.

See "Advertising--Distributors of Samples".

PRINTING AGENTS.

See "Agents, not Specifically Taxed".

PRINTING ESTABLISHMENTS.

Every person, firm or corporation operating a printing press, whether part time or not, or whether employing a helper or not, shall pay a license tax of, per annum - - - - - - - - - - - - - - - - - - -

"R"

RACKS FOR KNIVES OR CANES.

See "Cane Racks".

RADIO INSTRUMENTS OR RADIO INSTRUMENT ACCESSORIES.

See "Organs", etc.

REAL ESTATE AUCTIONEERS.

See "Auctioneers".

RELIGIOUS ENTERTAINMENTS.

See "Charitable Entertainments".

REPAIR SHOPS.

Any repair shop operating in the City of Asheville, by whatever name called, not elsewhere specifically licensed or taxed in this ordinance, shall pay an annual license tax as follows:

Working one workman - - -

(c) If every such person, firm or corporation described in subsection (a) hereof maintains and/or operates a leased or private wire and/or ticker service in connection with such business, the annual license tax on the private wire or ticker service shall be - - - - - - - - - - - - - - - $50.00

SEEDS AND PLANTS.

Every person, firm or corporation selling or distributing, at wholesale and/or retail, bulk and package, farm and garden seeds, plants, bulbs, roots, shall pay a license tax of, per annum - - - - - - - - - - - - - - -

SOUVENIR SHOPS.

See "Gift and Souvenir Shops".

SOUVENIRS—ITINERANT SELLING.

See "Balloons".

SPRINKLER SYSTEMS.

See "Elevators".

SPICES AND FLAVORING EXTRACTS.

See "Goods, Wares, and Merchandise".

STABLES AND RIDING ACADEMIES.

Every person, firm or corporation or association engaged in the business of operating a stable keeping horses and/or ponies for hire or to let shall pay a license tax of, per annum - $25.00

STAMPS, RUBBER.

See "Rubber Stamps".

STANDS, BOOTBLACK.

See "Bootblack Stands".

STANDS, FRUIT.

See "Fruit Stands".

STANDS, LEMONADE—PUBLIC OCCASIONS.

See "Lemonade Stands".

STAR COURSES.

See "Chautauquas".

STATIONS, GASOLINE OR AUTO CLEANING.

See "Automobile Service Stations".

STEAM SHOVELS.

On each and every steam, gas or motor driven shovel operated in the City of Asheville, a license tax shall be paid of, per annum - - - - - - $25.00

NOT PRORATED.

STEAM AND GAS FITTERS.

See "Electrical Contractors", etc

STENOGRAPHERS, PUBLIC.

See "Public Stenographers".

STOCK BROKERS.

See "Brokers, Stock".

STOCK YARDS OR PENS.

Every person, firm or corporation operating or maintaining a yard or pen where live stock is loaded, unloaded, fed or watered, shall pay on

each yard or pen, a license tax of, per annum - - - - - - - - - - - - - - - - - - -

TANNERIES.

Each, per annum - - -

TRADING STAMPS, DEVICES, ETC.

See "Devices".

TRANSFER COMPANIES.

See "Drays".

TRANSFER AND STORAGE WAREHOUSES.

See "Storage Warehouses".

TRAVEL BUREAUS AND AGENCIES.

Every person, firm or corporation engaged in the business of conducting a travel or transportation bureau or agency, shall pay an annual license tax of ---------- $10.00

PROVIDED, this shall not apply to any agency of a railroad corporation maintained not for profit.

TRAVELING CIRCUSES.

See "Circuses".

TRAVELING THEATRICAL OR MOVING PICTURE COMPANIES.

See "Pictures, Traveling".

TUNING OR REPAIRING ORGANS AND PIANOS.

See "Organ and Piano Tuners".

"U"

UNDERTAKERS.

See "Caskets and Coffins".

UMBRELLA REPAIRERS.

Every person engaged in the business of repairing umbrellas, shall pay a license tax of as follows:

If not more than one person is employed, per annum - $ 5.00
If more than one person is employed, per annum - 10.00

UPHOLSTERING.

Every person, firm or corporation engaged in the business of upholstering or repairing furniture, shall pay a license tax of, per annum - $15.00

PROVIDED, this tax shall not be collected from persons, firms or corporations paying a tax on furniture stores.

USED PARTS—AUTOMOBILE EQUIPMENT.

See "Automobile Equipment—Used Parts".

"V"

VAUDEVILLE COMPANIES, TRAVELING THEATRICAL COMPANIES, ETC.

See "Moving Pictures", also "Pictures".

VEHICLE OR WAGONS—ADVERTISING WITH.

See "Advertising".

VETERINARY SURGEONS.

VICTROLAS AND GRAPHOPHONES.

See "Organs, Phonographs", etc.

VULCANIZING.

See "Automotive Service".

"W"

WALKS [illegible] STREETS WITH ADVERTISING SIGNS.

See "Advertising".

WALKS [illegible] ADVERTISING SIGNS.

Every person, firm or corporation or delegate [illegible] sale at [illegible] display, for the purpose of advertising, a sign or signs, shall [illegible] tax of, per day ---------- $2.00

5.00

WASHING [illegible]

See [illegible] Statutes.

WATER [illegible]

Every [illegible] annual [illegible] tax of ---------- $10.00

WATER [illegible]

[illegible] shall not be collected from restaurants or drug [illegible] prescribed tax, and all sales shall be subject to [illegible] handling establishments.

[illegible] corporation who makes rentals on anything [illegible], per annum ---------- $25.00

WINDOWS.

[illegible]

Every person, firm or corporation, engaged in the business of washing windows, cleaning floors, or general housecleaning, shall pay a license [illegible]

Those employing one person ---------- $10.00
Those employing two persons ---------- 20.00
Those employing more than two persons ---------- 30.00

WINE.

See Special Ordinance No. 241.

WOOD, KINDLING--CHEMICAL.

(a) Every person, firm or corporation selling wood for fuel [illegible], shall pay a license tax of, per annum - $5.00

(b) Every person, firm or corporation selling [illegible] shall pay a license tax of, per annum - $50.00

WOOD YARDS.

Saw operated by power, per annum - $15.00
Saw operated by hand, per annum - $5.00

PROVIDED, coal yards paying the $75.00 license tax [illegible] to pay this additional license for handling wood.

Coal yards paying only the $5.00 license tax shall pay for operating a power saw an additional tax of, per annum - $10.00

WOOLEN MILLS.

Every person, firm or corporation operating [illegible] woolen cloth, shall pay a license tax of, per annum - $[illegible]

WRESTLING AND BOXING.

See "Games".

"Y"

YEAST.

Every person, firm or corporation selling or distributing yeast at wholesale, shall pay a license tax of, per annum - $100.00

"MISCELLANEOUS"

ALL BUSINESSES, TRADES, PROFESSIONS, GAMES, DEVICES, [illegible] PROSECUTED FOR PROFIT, OR GAIN, NOT TAXED [illegible]

Per annum - $[illegible]
Per quarter - [illegible]
Per month - [illegible]
Per day - [illegible]

Section 16.

Any person who shall willfully [illegible] application for license under any section of this ordinance [illegible] conviction, be liable for a penalty of fifty ($50.00) [illegible]

Section 17.

That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed; provided, that [illegible] shall in no way affect any rights heretofore acquired for the collection of any taxes heretofore made, or any right heretofore acquired under any ordinance of this city.

I move the adoption of the foregoing ordinance, this the 2 day of May, 1957.

COUNCILMAN

SECONDED BY:

COUNCILMAN

Read, approved, and adopted by the Council on first reading, 2 day of May, 1957, with all members of the Council present voting

-58-

"aye"; read, approved and adopted by the Council on second reading, 16 day of May, 1957, with all members of the Council present voting "aye"; and upon [illegible] reading approved and adopted on the 20 day of May, 1957, with all members of the Council present voting "aye". This ordinance shall become effective 1 day of June, 1957.

MAYOR

CITY CLERK

APPROVED AS TO FORM:

PROSECUTION COUNSEL

ORDINANCE NO. 398

	First Reading	Second Reading	Third Reading
Councilman McRary	aye	aye	aye
" Mulvaney	aye	aye	aye
" Algary	aye	aye	aye
" Preslar	aye	aye	—
" Sumner	aye	aye	aye
" Morgan	aye	aye	aye
Mayor Eller	aye	aye	aye

Mr. Weir thanked the Council for their continued confidence in him, and announced that the present employees are reappointed to their respective positions with the following exceptions:

Mr. John C. Walker, present City Engineer, will assume the position of Airport Engineer in order to expedite the construction of the new airport.

At the request of Mr. Walker and upon his recommendation Mr. W. F. Wolcott, Jr. is appointed Assistant Airport Engineer.

Mr. Greer Johnson, present Project Engineer, is appointed as City Engineer.

Mr. W. A. Bostic, Jr., present Superintendent of the Sanitary Department, is appointed as Superintendent of the Street Department.

Mr. J. R. McMahan, present Assistant Superintendent of the Sanitary Department, is appointed as Superintendent of the Sanitary Department.

Mr. Charles Blanchard is appointed Foreman of the Sanitary Department.

Mr. F. Tate Andrews appeared before the Council to protest his business classification under the privilege tax ordinance, stating that he was in the wrecking business and should not be classified as a junk dealer.

This matter was referred to the Corporation Counsel and Tax Collector for study and report.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, May 23, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, May 23, 1957, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, J. W. McRary, C. E. Morgan, T. B. Sumner, W. F. Algary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Councilman Morgan introduced a resolution authorizing the calling of certain City of Asheville bonds and authorizing the Sinking Fund Commission for Buncombe County to publish notice in The Bond Buyer of New York, which was, upon motion of Councilman Morgan, seconded by Councilman Algary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 392.

Councilman Mulvaney introduced a resolution appointing three members of Library Board of City of Asheville, which was, upon motion of Councilman Mulvaney, seconded by Councilman Sumner, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 393.

Mayor Eller announced the appointment of Mr. J. Alfred Miller as a member of the Urban Renewal Committee for the City of Asheville.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, May 30, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, May 30, 1957, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. F. Algary, C. M. Preslar, T. B. Sumner, F. M. Mulvaney, C. E. Morgan, J. W. McRary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

The oath of office as City Councilman was administered to Mr. Carter M. Preslar by Mrs. Lillian Docker, Notary Public.

This being the date set for the public hearing on the requested change of certain property on Caribou Road from RA-5 Residential District to Industrial District, Mr. George Beverly spoke in favor of the said change, and there being no opposition to said change, Councilman McRary introduced Ordinance No. 399, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", AS AMENDED, which was, upon motion of Councilman McRary, seconded by Councilman Morgan, unanimously passed on its first reading with the following vote:

Councilman McRary voted "aye" — Councilman Preslar voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Algary voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

Upon request, the Charter requirement that this ordinance be read on three separate days was, upon motion of Councilman Mulvaney, seconded by Councilman Preslar, unanimously dispensed with.

Upon motion of Councilman McRary, seconded by Councilman Morgan, Ordinance No. 399, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE," AS AMENDED, was unanimously passed on its second reading with the following vote:

Councilman McRary voted "aye" — Councilman Preslar voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Algary voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

Upon motion of Councilman McRary, seconded by Councilman Morgan, Ordinance No. 399, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", AS AMENDED, was unanimously passed on its third and final reading with the following vote:

Councilman McRary voted "aye" — Councilman Preslar voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Algary voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 399

AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", AS AMENDED

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the Zoning Map and Zoning Ordinance, being Ordinance #322, known as "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", as amended, be and is hereby amended as follows:

(Lots hereinafter referred to under this section shall mean Lots of Record and be as defined in said Ordinance No. 322, and the designated Lot Numbers, sheets and wards hereinafter referred to under this section shall refer to the City of Asheville and Buncombe County Tax Maps.)

A. That the property hereinafter described be and is hereby rezoned from RA-5 Residential District to Industrial District:

BEGINNING at a stake in the center of an 18-foot roadway, at the Southwestern corner of that certain tract of land owned by Alfred Lichtenfels and described in deed recorded in the office of the Register of Deeds for Buncombe County, N. C., in Deed Book 779 at page 455, and runs thence with his Southern line, North 74 deg. 30' East to a point in the center of Caribou Road; thence with the center of said Road in a Southeastern direction to a point where the city limits of the City of Asheville intersects same; thence with the line of the City of Asheville city limits in a Southwestern direction to a point in the Eastern line of the old Reed tract; thence with the old Reed line, North 34 deg. West to the point of BEGINNING.

The above described property being that portion of Lot 82½, Sheet 15, Ward 7 which is within the corporate limits of the City of Asheville.

Section 2. That the office of the City Engineer is hereby authorized and directed to make the changes as hereinbefore enacted in said zoning map.

Section 3. That if any section, sub-section, sentence, clause or phrase of this ordinance is for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, sub-section, clause and phrase thereof, irrespective to the fact that any one or more sections, sub-sections, sentences, clauses or phrases be declared invalid.

Section 4. That all ordinances and clauses of ordinances in conflict herewith be and are hereby repealed.

Section 5. That this ordinance shall be in full force and effect fifteen days from date of final passage.

I move the adoption of the foregoing ordinance, this 30th day of May, 1957.

J. W. McRary
COUNCILMAN

SECONDED BY: C. E. Morgan
COUNCILMAN

Read, aproved and adopted, this 30 day of May, 1957, to become effective 14 day of June, 1957.

E. W. Eller
MAYOR

APPROVED AS TO FORM:
Robt. W. Wells
CORPORATION COUNSEL

Margaret Simmons
CITY CLERK

Mr. Weir reported that a proposal had been made to furnish catering service at the City Auditorium, and that same was being taken under consideration.

Mr. W. J. Murphy appeared before the Council and stated that he was spokesman for a committee, and read and filed petitions pertaining to the City School Board.

Mayor Eller stated the Council would take this matter under consideration.

Councilman McRary asked the Corporation Counsel for advice concerning the matters referred to in the petitions relating to the School Board, and Mr. Wells stated he believed the petition contained no evidence or cause to justify further action, but that he would study the special Act of the Legislature.

Mr. John Shuford, attorney for Mary Jane Pegram, presented a request that Lot 92, Sheet 11, Ward 2, be rezoned to Neighborhood Trading Area.

The Council referred this request to the Planning and Zoning Commission for study and recommendation.

Mr. John Shuford called the attention of the Council to the legislative act authorizing the levying of charges based on the use of water to be set up as a capital fund for construction of a sewage disposal plant for Asheville and county sanitary districts.

Mr. Weir stated that as soon as the water rate structure has been established it is the intention of the City to set up this reserve fund, and that he would confer with the county officials concerning this matter.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, June 6, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, June 6, 1957, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, C. M. Preslar, J. W. McRary, T. B. Sumner, C. E. Morgan, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Councilman Preslar introduced a resolution relating to petitions concerning Asheville School Board, which was, upon motion of Councilman Preslar, seconded by Councilman Morgan, unanimously adopted.

Comolete copy of resolution will be found in Resolution Book #3 at page 394.

A certification of the Board of Canvassers was presented showing the election of James H. Bailey and Dewey Bell as members of the Civil Service Board by employees in the classified service.

The City Manager presented the Audit Report for the City of Asheville for the period ending March 31, 1957.

The question of leasing display space during conventions in the City Auditorium was discussed.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, June 13, 1957 - 4:00 o'clock P. M.

Because of the lack of a quorum, no meeting of the City Council was held on the above date.

MAYOR

CITY CLERK

Thursday, June 20,1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, June 20, 1957, at 4:00 o'clock P. M. with Mayor F. W. Eller presiding. Present: Councilmen C. E. Morgan, J. W. McRary, W. F. Algary, T. B. Sumner, City Manager Weldon Weir, and Corporation Counsel R. W. Wells. Absent: Councilmen C. M. Preslar and F. M. Mulvaney.

The minutes of the previous meeting were read and approved.

A communication was received from the Planning and Zoning Commission recommending that no action be taken in regard to rezoning Lot 92, Sheet 11, Ward 2.

June 5, 1956

City Council of Asheville
City Building
Asheville, N. C.

Gentlemen:

At the regular meeting of the City of Asheville Planning and Zoning Commission held today, the Commission voted unanimously to recommend to the City Council that no action be taken with regard to the attached letter.

Very truly yours,

S/ Anthony Redmond
Anthony Redmond
Secretary

The Annual Report of the Asheville Civil Service Board was presented to the Council.

Mrs. J. R. Washburn of 116 Forest Hill Drive presented a petition citing the danger of dogs running loose in the city and requesting that necessary steps be taken to effect control of the situation.

The City Clerk was requested to refer this matter to the County Health Department.

Councilman Morgan introduced a resolution authorizing Mayor to execute lease to The Biltmore Company, which was, upon motion of Councilman Morgan, seconded by Councilman McRary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 395.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS INDENTURE OF LEASE, made and entered into this the 20 day of June, 1957, by and between the CITY OF ASHEVILLE, a municipal corporation of North Carolina, hereinafter called the Lessor, and THE BILTMORE COMPANY, a Delaware corporation, hereinafter called the Lessee:

W I T N E S S E T H:

That the Lessor, for and in consideration of the rents to be paid and the covenants and agreements hereinafter contained on the part of the Lessee to be kept and performed, has demised and let and, by these presents, does demise and let unto the Lessee its successors and assigns,

the premises known and described as the first or ground floor, and front veranda, of the building owned by the City of Asheville, situate at the northwest corner of the Plaza in what was at one time Biltmore Village, which building was at one time occupied as the office of the Biltmore Estate and later as the Town Hall of the Village of Biltmore; excepting and reserving, however, the back or west entrance to said building, the back hallway and stair to the second floor and the two rooms on the southwest corner of said building now used as a kitchen and lavatory of the Biltmore Fire Station, and the small hallway leading thereto,

for the term of three (3) years, to commence on the 1st day of July, 1957 and to end on the 30th day of June, 1960, at the annual rental of NINE HUNDRED DOLLARS ($900.00), payable in equal monthly installments of SEVENTY-FIVE DOLLARS ($75.00) each, in advance, on the first day of each calendar month, until the expiration of said term.

TO HAVE AND TO HOLD the above described premises, together with all the privileges and appurtenances thereunto belonging, unto the said Lessee for the said term of ten (10) years, upon the terms, conditions and agreements hereinafter set forth, that is to say:

(1) The Lessor will maintain and keep in good repair the roof and exterior of said building and the portion thereof not covered by this lease;

(2) The Lessee agrees to maintain and keep in repair the interior of the portion of said building covered by this lease;

(3) The Lessor agrees to furnish and supply adequate heat during the seasons required, and water for the leased portion of the premises during the term of the lease, and to keep the heating plant and the radiators in the leased portion of the building in good condition and repair;

(4) That no unlawful use shall be made of said premises; and the said Lessee will not do or suffer to be done upon said premises any act or thing which shall, or may be a nuisance, annoyance, inconvenience or cause damage to the Lessor or its tenants, or to the occupants of adjoining apartments, property, house or neighborhood, or which is calculated, directly or indirectly to injure the reputation of said premises;

(5) That the Lessor and Lessee and their agents and servants, and all other occupants of said demised premises, shall comply with all sanitary laws, ordinances and rules, and all orders affecting the cleanliness, occupation and use of the demised premises and of the sidewalk in front of the same, and keep said premises, and all parts thereof, at all times clean and sanitary and free from trash and inflammable material;

(6) That on the last day of said term, or other sooner determination of the estate hereby granted, the Lessee will peaceably and quietly leave, surrender and yield up said premises unto the Lessor in as good state and condition as reasonable use thereof will permit, damages by the elements excepted and usual wear and tear excepted;

(7) If the building, a portion of which is hereby demised, shall, during the said term, be partially damaged by fire or the elements, there shall be no abatement of rent and the same shall be repaired by the Lessor with all reasonable dispatch; but in case the damage by fire or otherwise shall, in the opinion of the Lessor, render the building unfit for occupancy (and whether or not the Lessor, after the occurrence of such damage, shall decide to rebuild the building) then the term hereby demised shall cease and the rent shall be apportioned and paid up to the time of such damage or destruction; but in no event and under no circumstances shall the Lessee have any claim against the Lessor for any loss or damage whatever in any wise resulting to the Lessee by, or by reason of, any damage or destruction of said building by fire or otherwise;

(8) If the said rent, or any part thereof, shall not be paid on any day whereon the same should be paid, as aforesaid, or within fifteen days thereafter, or if default be made on the part of the Lessee in any of the covenants or agreements herein contained, then and forthwith thereafter the Lessor shall have the right, upon ten days written notice of its intention so to do, to declare this lease terminated and to re-enter upon the said demised premises and remove all persons and property therefrom, and the same to have again, repossess and enjoy;

(9) And the Lessor hereby covenants with the Lessee that, on paying the said rent above reserved, and performing each and every covenant on the Lessee's part herein contained, that the said Lessee shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said demised premises without any manner of suit, trouble or hindrance of, or from the Lessor or any person whomsoever;

(10) It is stipulated and agreed that should the Lessor require the use of the leased premises for governmental purposes, it shall have the right and option to cancel and terminate this lease upon six months' written notice to the Lessee of its intention so to do, and should the Lessee no longer desire to maintain an office in the leased premises, said Lessee shall have the right and option to cancel and terminate this lease upon six months' written notice to the Lessor of its intention so to do.

(11) It is hereby stipulated and agreed that this lease is not transferable without the written consent of the lessor.

IN WITNESS WHEREOF, the said the CITY OF ASHEVILLE has caused these presents to be executed in its behalf by its Mayor, its corporate seal to be hereunto affixed, duly attested by its City Clerk, all by authority of its City Council duly given; and the said THE BILTMORE COMPANY has caused these presents to be executed in its name by its President, its corporate seal to be hereunto affixed, duly attested by its secretary, all by authority of its Board of Directors duly given.

ATTEST:

Margaret Simmons
(Seal) City Clerk

CITY OF ASHEVILLE

By E. W. Eller
Mayor

ATTEST:

Secretary

THE BILTMORE COMPANY

By
President

APPROVED AS TO FORM:

Robt. W. Wells
Corporation Counsel

[illegible] York

Councilman Sumner presented a resolution appointing members of Boxing and Wrestling Commission for the City of Asheville, which was, upon motion of Councilman Sumner, seconded by Councilman McRary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 396.

Councilman Algary introduced in written form a resolution entitled "RESOLUTION PROVIDING FOR THE ISSU-ANCE OF $300,000 AIRPORT BOND ANTICIPATION NOTES", which, upon motion of Councilman Algary, duly seconded by Councilman Morgan, was unanimously adopted.

A complete copy of the resolution will be found in Resolution Book #3 beginning at page 397 and ending at page 398.

The City Manager presented the budget estimate for the City of Asheville for the fiscal year 1957-58 as prepared by the City Manager, and the Council placed a copy of same on file for public inspection in the office of the City Clerk.

Upon motion of Councilman Algary, seconded by Councilman McRary, the City Clerk was directed to publish notice of presentation of the budget estimate.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, June 27, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, June 27, 1957, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, W. F. Algary, F. M. Mulvaney, T. B. Sumner, J. W. McRary, C. M. Preslar, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Councilman Morgan introduced Ordinance #400, being "AN ORDINANCE DIRECTING SURVEY AND CONDEMNATION OF LANDS FOR NEW AIRPORT".

Following a discussion said Ordinance was, upon motion of Councilman Morgan, seconded by Councilman McRary, unanimously passed on its first reading with the following vote:

Councilman McRary voted "aye" — Councilman Preslar voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Algary voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

Upon motion of Councilman Sumner, duly seconded by Councilman Preslar, the Charter requirement that the above mentioned Ordinance #400 be read on three separate days was dispensed with by a unanimous vote.

Upon motion of Councilman Morgan, duly seconded by Councilman McRary, Ordinance #400, being "AN ORDINANCE DIRECTING SURVEY AND CONDEMNATION OF LANDS FOR NEW AIRPORT", was unanimously passed on its second reading with the following vote:

Councilman McRary voted "aye" — Councilman Preslar voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Algary voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

Upon motion of Councilman Morgan, duly seconded by Councilman McRary, Ordinance #400, being "AN ORDINANCE DIRECTING SURVEY AND CONDEMNATION OF LANDS FOR NEW AIRPORT", was unanimously passed on its third and final reading with the following vote:

Councilman McRary voted "aye" — Councilman Preslar voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Algary voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 400

AN ORDINANCE DIRECTING SURVEY AND CONDEMNATION OF LANDS FOR NEW AIRPORT

WHEREAS, the City of Asheville has heretofore generally located and selected a site for acquiring, constructing, improving and equipping an airport and landing field for the use of airplanes and other aircraft and constructing improvements thereon, which site is located partly within Limestone Township of Buncombe County and partly within Hooper's Creek Township of Henderson County, and lies within an area bounded on the west by the French

Broad River, on the south by Cane Creek and the French Broad River, on the east by Kimsey Creek, Higgins Branch, Rockwood Road, and on the north by Rockwood Road, Glenn Bridge Road and the French Broad River, said site consisting of 23 parcels of land as shown in colors on map of the new Asheville Airport on file in the office of the Airport Engineer of the City of Asheville, and attached to this ordinance and on file in the office of the City Clerk of the City of Asheville, designated as Property Map Exhibit "A" No. 1-1; and

WHEREAS, although said property map is a map prepared to scale and said parcels of land are described thereon in general terms it is necessary to enter upon said lands proposed to be acquired for the purpose of making survey and contour map and examinations relative to any condemnation proceedings that may be necessary to be instituted;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That the acquisition of the lands shown on the new Asheville Airport property map Exhibit "A" No. 1-1 and described in general terms as hereinbefore referred to is necessary for the purpose of constructing, improving and equipping a new airport and new landing field for the use of airplanes and other craft, and constructing improvements thereon, and proceedings are hereby ordered to be had to condemn the same as provided by law.

Section 2. That a survey of said lands is hereby directed to be made.

Section 3. This being an ordinance directing administrative action shall take effect immediately upon final passage.

I move the adoption of the foregoing, this 27 day of June, 1957.

C. E. Morgan
COUNCILMAN

SECONDED BY: J. W. McRary
COUNCILMAN

Read, approved and adopted, this 27 day of June, 1957, to become effective 27 day of June, 1957.

APPROVED AS TO FORM:

Robt. W. Wells
CORPORATION COUNSEL

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

Councilman Mulvaney introduced Ordinance No. 401, being "AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET AND FIXING THE TAX RATE OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1957-58".

Councilman Sumner discussed the $60,000 appropriation for the new airport, and requested the Council to consider removing this item from the budget.

Following a discussion by members of the Council, said Ordinance No. 401, was, upon motion of Councilman Mulvaney, seconded by Councilman Preslar, passed on its first reading with the following vote:

Councilman McRary voted "aye" — Councilman Preslar voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "no"
Councilman Algary voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

Councilman Sumner introduced Ordinance #402, being "INTERIM APPROPRIATION ORDINANCE", which was, upon motion of Councilman Sumner, seconded by Councilman McRary, unanimously passed on its first reading with the following vote:

Councilman McRary voted "aye" — Councilman Preslar voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Algary voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

Upon motion of Councilman McRary, duly seconded by Councilman Mulvaney, the Charter requirement that the above mentioned Ordinance #402 be read on three separate days was dispensed with by a unanimous vote.

Ordinance #402, being "INTERIM APPROPRIATION ORDINANCE", was, upon motion of Councilman Sumner, seconded by Councilman McRary, unanimously passed on its second reading with the following vote:

Councilman McRary voted "aye" — Councilman Preslar voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Algary voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

Ordinance #402, being "INTERIM APPROPRIATION ORDINANCE", was, upon motion of Councilman Sumner, seconded by Councilman McRary, unanimously passed on its third and final reading with the following vote:

Councilman McRary voted "aye" Councilman Preslar voted "aye"
Councilman Mulvaney voted "aye" Councilman Sumner voted "aye"
Councilman Algary voted "aye" Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 402

INTERIM APPROPRIATION ORDINANCE

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That in order to operate the city from July 1, 1957, to the date of the adoption of the 1957-58 Budget Ordinance, appropriations are hereby made for the purpose of paying salaries, the principal and interest on indebtedness, and the usual ordinary expenses of the city at the same rate of expenditure as provided for in the budget for the 1956-57 fiscal year. This ordinance shall cease to be effective from and after the adoption of the 1957-58 Buiget Ordinance, and all expenditures made in accordance with this ordinance shall be chargeable to appropriations made in the 1957-58 Ordinance.

Section 2. This being an ordinance relating to budgets and appropriations shall be in full force and effect immediately upon its final passage.

I move the adoption of the foregoing ordinance, this 27th day of June, 1957.

T. B. Sumner
COUNCILMAN

SECONDED BY: J. W. McRary
COUNCILMAN

Read, approved and adopted, this 27th day of June, 1957, to become effective 27th day of June, 1957.

APPROVED AS TO FORM:

E. W. Eller
MAYOR

Robt. W. Wells
CORPORATION COUNSEL

Margaret Simmons
CITY CLERK

Begum Tahira Agha, a member of the legislative assembly of Pakistan, attended the Council meeting and spoke briefly on conditions in her country and on the strong friendship ties existing between this country and Pakistan.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, July 4, 1957 - 4:00 o'clock P. M.

Because of the lack of a quorum, no meeting of the City Council was held on the above date.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, July 11, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, July 11, 1957, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. F. Algary, J. W. McRary, C. E. Morgan, T. B. Sumner, C. M. Preslar, F. M. Mulvaney, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A communication was received from Mr. Maurice Puckett tendering his resignation as Director of the City of Asheville Civil Service Board, which resignation was accepted with regret by the Council.

June 28, 1957

Mayor Earl W. Eller and
City Council
City of Asheville
Asheville, N. C.

Gentlemen:

It is with extreme regret that I hereby tender my resignation as Director of the City of Asheville Civil Service Board. Since I have recently moved outside the city limits and the Civil Service Law states that a member of said Board must be a resident of Asheville I will no longer be eligible to serve.

It has been a pleasure to serve on this Board for the past year and a half and recognize the importance of maintaining a system of records on all personnel. I will continue to be interested in the future of the Board since my business interests are in Asheville.

If at any time I can be of assistance to you in any way please feel free to call upon me.

Sincerely,

S/ Maurice Puckett
Maurice Puckett

A petition was received signed by members of the Asheville and Buncombe County Photographers Association requesting the Council enact an ordinance requiring itinerant photographers to pay an annual license tax.

This matter was referred to the City Manager for investigation.

Ordinance No. 401, being "AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET AND FIXING THE TAX RATE OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1957-58", was, upon motion of Councilman Preslar, passed on its second reading with the following vote:

Councilman McRary voted "aye" Councilman Preslar voted "aye"
Councilman Mulvaney voted "aye" Councilman Sumner voted "no"
Councilman Algary voted "aye" Councilman Morgan voted "aye"
Mayor Eller voted "aye"

Councilman Morgan introduced a resolution appointing Substitute Judge of the Police Court of the City of Asheville, which was, upon motion of Councilman Morgan, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 399.

Upon motion of Councilman McRary, seconded by Councilman Morgan, Mr. John L. Huntsman was unanimously elected as Director of Civil Service and member of the Civil Service Board.

The City Manager presented a brief report reflecting a surplus of $2,168.74 for all departments of the city government for the fiscal period ending June 30, 1957.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, July 18, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, July 18, 1957, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, T. B. Sumner, J. W. McRary, F. M. Mulvaney, C. M. Preslar, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Councilman Sumner again protested the inclusion of the $60,000 appropriation for the new airport in the budget ordinance, and also discussed the library allocation, stating it was his opinion that library operations should be transferred to a county library board and financed from county funds.

Following a discussion by the Council, Ordinance No. 401, being "AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET AND FIXING THE TAX RATE OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1957-58", was, upon motion of Councilman Mulvaney, seconded by Councilman Preslar, passed on its third and final reading with the following vote:

Councilman McRary voted "aye" Councilman Sumner voted "no"
Councilman Mulvaney voted "aye" Councilman Morgan voted "aye"
Councilman Preslar voted "aye" Mayor Eller voted "aye"

ORDINANCE NO. 401

AN ORDINANCE ADOPTING AND APPROPRIATING THE OPERATING BUDGET AND FIXING THE TAX RATE OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR 1957-58

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. The following amounts are hereby appropriated for the operation of the city government and its activities for the fiscal year beginning July 1, 1957, and ending on June 30, 1958, according to the following schedule:

SCHEDULE A. GENERAL OPERATING FUND

General Government	$252,699.59
Law	11,549.30
Finance	30,048.50
Public Safety	1,007,683.00
Libraries	108,097.00
Public Works	747,979.61

Parks and Playgrounds	121,853.00	
Civil Service	6,000.00	
[illegible] General Operating Fund		$2,285,910.00
[illegible] B. WATER DEPARTMENT OPERATING FUND		
Water Department Operating Fund	817,716.00	817,716.00
[illegible] C. DEBT SERVICE FUND		
General Refunding Bonds	619,340.00	
Water Refunding Bonds	230,000.00	
New Water Bond Issue	194,284.00	
Estimated Interest on Bond Issue of 1957	60,000.00	
Total Debt Service Fund		1,103,624.00
TOTAL APPROPRIATIONS		$ 4,207,250.00

Section 2. It is estimated that the following revenues will be available during the fiscal year beginning on July 1, 1957, and ending on June 30, 1958, to meet the foregoing appropriations, according to the following schedule:

SCHEDULE A. GENERAL OPERATING FUND

Current Year's Property Tax		$ 638,860.00
Other Revenues as follows:		
License & Privilege taxes	190,100.00	
Payment in Lieu of Taxes	200,000.00	
Fees	60,350.00	
Parking Meter Fees	76,000.00	
Court Costs	55,000.00	
Rents	72,000.00	
Income from Parks	31,400.00	
Miscellaneous	3,200.00	
Contribution from State Rev. Dept.	50,000.00	
Contribution from State St. Fund	225,000.00	
Contribution from Housing Authority	6,000.00	
Contribution from ABC Stores	550,000.00	
Riverside Cemetery	18,000.00	
Current Year's Poll Tax and taxes other than Current Year's Property Tax and Other Than Hereinbefore Itemized	110,000.00	
TOTAL GENERAL OPERATING FUND		$ 2,285,910.00

SCHEDULE B. WATER DEPARTMENT OPERATING FUND

Water and Other Charges		817,716.00

SCHEDULE C. DEBT SERVICE FUND

Current Year's Property Tax	$679,340.00	
Water and Other Charges from Water Department	424,284.00	
TOTAL DEBT SERVICE FUND		1,103,624.00
TOTAL ESTIMATED REVENUES		$ 4,207,250.00

Section 3. There is hereby levied the following rates of tax on each one hundred ($100) valuation of taxable property, as listed for taxes as of January 1, 1957, for the purpose of raising the revenue from Current Year's Property Tax, as set forth in the foregoing estimates of revenue, and in order to finance the foregoing appropriations:

General Operating Fund (for the general expenses incident to the proper government of the city)	.7560
Debt Service Fund (for payment of interest and principal on outstanding debt of General Refunding Bonds)	.8040
Total rate per $100 of valuation of taxable property	1.56

Such rates of tax are based on an estimated total assessed valuation of property for purposes of taxation of $84,500,000.00.

Section 4. There is hereby levied a poll tax of $1.00 on all male persons between the ages of 21 and 50, unless exempt as provided by law, for the purpose of raising the revenue from Current Year's Poll Tax, as set forth in the foregoing estimates of revenue, and in order to finance the foregoing appropriations.

Section 5. Copies of this ordinance shall be furnished to the City Manager and Director of Finance and City Accountant, to be kept on file by them for their direction in the disbursement of city funds.

Section 6. Should any section, paragraph, sentence, clause, or phrase, of this ordinance, be declared unconstitutional or invalid for any reason, the remainder of said ordinance shall not be affected thereby.

Section 7. That this ordinance shall be in full force and effect upon date of final passage.

I move the adoption of the foregoing ordinance, this 27 day of June, 1957.

Frank Mulvaney
COUNCILMAN

SECONDED BY: C. M. Preslar
COUNCILMAN

read, approved and adopted, this 18 day of July, 1957, to become effective 18 day of July, 1957.

APPROVED AS TO FORM:

Robt. W. Wells
CORPORATION COUNSEL

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

[illegible]

Upon motion of Councilman McRary, seconded by Councilman Preslar, the City Manager was directed to prepare a letter expressing regret at the recent death of J. Ed Swain, Clerk of Buncombe County Superior Court.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, July 25, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, July 25, 1957, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. F. Algary, F. M. Mulvaney, T. B. Sumner, C. M. Preslar, J. W. McRary, C. E. Morgan, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

[illegible]

Mrs. Ione Gillespie of 47 Victoria Road complained about cars parking in front of the walkway at her residence.

The City Manager stated he would investigate this matter.

There being no other business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, August 1, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, August 1, 1957, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, T. B. Sumner, C. M. Preslar, F. M. Mulvaney, J. W. McRary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

[illegible]

A petition signed by a number of residents in the Montford Hills section was presented requesting the Council to refuse permits to carnivals and attractions of a similar character to operate on Riverside Drive.

The City Manager advised that this matter had been discussed with the property owner and the petitioners have been satisfied.

[illegible]

A communication was received from the Asheville Chamber of Commerce recommending that City Manager Weldon Weir be appointed as the City of Asheville's representative to the North Carolina Regional Planning Commission.

Following a discussion, Councilman Morgan introduced a resolution designating City Manager as ex officio member of the Western North Carolina Regional Planning Commission, and prescribing such membership as an additional duty of the City Manager, which was, upon motion of Councilman Morgan, seconded by Councilman Sumner, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 400.

[illegible]

The City Manager advised that several groups are interested in purchasing the Recreation Park swimming pool, bath house and filter plant.

Following a discussion, Councilman Sumner introduced a resolution authorizing City Manager to advertise certain property belonging to the City of Asheville to be sold at public auction, which was, upon motion of Councilman Sumner, seconded by Councilman Preslar, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 401.

[illegible]

The City Manager presented the Audit Report of the City of Asheville Board of Alcoholic Control for the period ending June 30, 1957.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, August 8, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, August 8, 1957, at 4:00 o'clock P. M. with Mayor F. W. Eller presiding. Present: Councilmen F. M. Mulvaney, C. F. Morgan, J. W. McRary, W. F. Algary, T. B. Sumner, C. M. Preslar, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

The City Manager advised the Council that a small circus desired to appear on Riverside Drive, and stated that he did not believe this one night stand would conflict with the petition heretofore filed.

Councilman Mulvaney introduced a resolution authorizing Mayor to execute quit-claim deed to County of Buncombe for 7.9 acre tract of land near intersection of Patton and Louisiana Avenues.

During the discussion the City Manager advised that in order for the County to sponsor the construction of a Health Center it was necessary that it have full title to the property on which said Center would be built.

Whereupon, upon motion of Councilman Mulvaney, seconded by Councilman McRary, said resolution was unanimously adopted.

Complete copy of said resolution will be found in Resolution Book #3 at page 402.

The City Manager presented the statement showing the budget position of the city for the period ending July 31, 1957.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, August 15, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, August 15, 1957, at 4:00 o'clock P. M. with Mayor F. W. Eller presiding. Present: Councilmen F. M. Mulvaney, J. W. McRary, W. F. Algary, T. B. Sumner, C. F. Morgan, C. M. Preslar, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

The City Manager filed a statement that the Civil Aeronautics Administration had approved an agreement with C. Leyton Willis and Associates and Six Associates, Incorporated for engineering and architectural services for the new airport, and the said agreement is recommended for favorable action of the Council by the City Manager and City Airport Engineer.

Following a discussion, Councilman Algary introduced a resolution authorizing Mayor to execute contract with C. Leyton Willis and Associates and Six Associates, Incorporated for engineering and architectural services relating to new Asheville Airport, which was, upon motion of Councilman Algary, seconded by Councilman McRary, unanimously adopted.

Complete copy of said resolution will be found in Resolution Book #3 at page 403.

ENGINEERING AND ARCHITECTURAL CONTRACT

between

CITY OF ASHEVILLE, NORTH CAROLINA

and

SIX ASSOCIATES, INCORPORATED

and

C. LEYTON WILLIS AND ASSOCIATES

THIS AGREEMENT, made this ____ day of _____, 1957 by and between the CITY OF ASHEVILLE, a municipal corporation of North Carolina, hereinafter called the "OWNER", and SIX ASSOCIATES, INCORPORATED, and C. LEYTON WILLIS AND ASSOCIATES, jointly and severally, hereinafter called the "ENGINEERS".

WITNESSETH THAT:

ARTICLE I - WHEREAS, the Owner intends to construct a Municipal Airport which includes but is not limited to the following items:

A. Site Preparation: To include clearing, grubbing, grading, drainage, grading of access roads and landscaping.

B. Paving: Runways, Taxiways, Aprons and Access Roads.

C. Buildings: Necessary terminal building, H. I. Lighting, and utilities.

NOW, THEREFORE, the owner and the engineers, jointly and severally, for the consideration hereinafter ...red, agree as follows:

ARTICLE II - ENGINEERS' SERVICES

The Engineers agree to perform, in connection with the above described work, professional services as ...reinafter set forth:

A. Obtain all information required to prepare construction plans, specifications and contract documents;

B. Prepare and obtain Civil Aeronautics Administration's approval of construction plans, specifications, contract documents and project estimates and provide Owner required copies of each; (Should the Owner require copies in excess of fifteen, the Engineers will be reimbursed for actual cost of reproduction of these copies in excess of that number);

C. Assist in the advertising and analysis of bids for materials, equipment and construction, and recommendation for the award of contracts;

D. Provide general supervision of construction by a firm member to the extent necessary to assure best results and expeditious prosecution of the work;

E. Provide detailed supervision of construction by a responsible Resident Engineer and the necessary assistants and inspectors, approved by the Owner, whose duties will also include inspection of the work while in progress and laying out of control points and bench marks on the ground for contractor to stake out the work.

F. Prepare periodic and final estimates of completed construction and approve such estimates for payment.

G. Prepare and furnish to the Owner six copies of "As-Constructed" plans.

H. Other services included in this agreement are those usually performed by soils and material commercial testing laboratories. The Engineers shall, in addition to the compensation of Article III herein, be paid (reimbursed) a sum equal to the actual invoice cost to the Engineers for the expense incurred as a result of providing and procuring the service of said soils and material commercial testing laboratories.

I. Original notes, drawings, maps, estimates and reports shall remain the property of Engineers, however, reproducible copies thereof will be furnished to the Owner and remain the property of the Owner.

It is understood that the Owner has heretofore separately contracted with Six Associates, Incorporated to make property line surveys and contour line surveys and maps and drawings thereof, copies of which will be furnished the Engineers by the Owner at no expense to the Engineers under the terms of the contract herein.

ARTICLE III - COMPENSATION OF ENGINEERS

A. As a result of the agreement herein set forth, the Engineers agree to accept and the Owner agrees to pay the following fees:

1. For the completion of detailed construction plans, specifications and other necessary contract documents and project estimates pertaining to Items A & B of Article I, their approval by the Civil Aeronautics Administration and the awarding of the individual contracts, the Owner agrees to pay the Engineers a total sum of five per centum (5%) of the final cost of construction on the individual contracts.

2. For the completion of detailed construction plans, specifications, and other necessary contract documents and project estimates pertaining to Item C of Article I, their approval by the Civil Aeronautics Administration and the awarding of the individual contracts, the Owner agrees to pay the Engineers a total sum of six per centum (6%) of the final cost of construction on the individual contracts.

3. It is understood that the Owner has heretofore paid C. Leyton Willis and Associates Seventeen Thousand Five Hundred ($17,500.00) Dollars for certain site studies and master plan which are herewith furnished the Engineers and the Engineers hereby agree to pay therefor the sum of Seventeen Thousand Five Hundred ($17,500.00) Dollars, which sum shall be credited to the Owner as part of the first payment due the Engineers under the terms of the contract herein.

4. If for any reason, after approval by the Owner and the Civil Aeronautics Administration of the drawings, plans, and specifications herein referred to, the Owner, with the approval of the Civil Aeronautics Administration, orders changes thereof, the Engineers shall make such changes and provide proper drawings, plans and specifications therefor, and be reimbursed by the Owner, exclusive of other compensation under the contract herein, the actual expense directly incurred for the extra time and work necessary to perform such architectural and engineering changes.

5. If any work designed or specified by the Engineers is abandoned or suspended, in whole or in part, the Engineers are to be paid the actual cost of the work performed, plus fifty per centum (50%), for overhead, plus fifteen per centum (15%) profit thereon.

6. The Owner is to reimburse the Engineers the costs of transportation and living incurred by them or their assistants while traveling in discharge of duties connected with this contract and the cost of long distance telephone calls in connection therewith approved and authorized by the Owner; it is understood that travel and living costs to or from the site and to or from the home of the Engineers or their assistants or employees is not reimbursable by the Owner.

ARTICLE IV - PAYMENT OF COMPENSATION

The Owner will pay the Engineers the fees provided in Article III above and in the following manner:

1. Upon the award of each contract, a sum equal to seventy-five (75%) per cent of the rate fee or commission arising from this agreement, computed upon the amount of the bid accepted and awarded by the Owner. When construction of each contract is fifty per cent completed, a sum equal to ten (10%) per cent of the said rate fee or commission, computed upon said amount of the bid ac-

cepted and awarded by the Owner. When construction is completed, approved and accepted and final cost of construction on each individual contract is determined, a sum equal to the rate fee or commission arising from this agreement for each individual contract less such payments heretofore made as above provided.

ARTICLE V - SUCCESSORS AND ASSIGNMENTS

The Owner and the Engineers, each binds himself, itself, themselves, jointly and severally, his, its and their partners, successors, legal representatives, and assigns to the other party to this agreement, and to the partners, successors, legal representatives and assigns of such other party in respect of all covenants of this agreement.

Except as above, neither the Owner nor the Engineers shall assign, sublet or transfer his interest in this agreement without the prior written consent of the other.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written, in triplicate originals, one of which has been retained by City of Asheville, Six Associates, Incorporated, and C. Leyton Willis and Associates.

APPROVED:

CITY OF ASHEVILLE

By Weldon Weir
City Manager

ATTEST:

Margaret Simmons
City Clerk
(Seal)

ATTEST:

Secretary

CITY OF ASHEVILLE

By E. W. Eller
Mayor

SIX ASSOCIATES, INCORPORATED

By
President

C. LEYTON WILLIS AND ASSOCIATES

By
Owner

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, August 22, 1957 - 4:00 o'clock P. M.

Because of the lack of a quorum, no meeting of the City Council was held on the above date.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, August 29, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, August 29, 1957, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, T. B. Sumner, W. F. Algary, C. E. Morgan, J. W. McGary, C. M. Preslar, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A communication was received from the Asheville Board of Realtors endorsing the Urban Renewal program and commending the City and County for progressive action taken in such program.

In this connection Mayor Eller advised the Council that a Workable Program had been prepared and was ready for submission to the U. S. Home Housing and Finance Agency.

The City Manager presented to the Council the Annual Report of the Activities of the Park and Recreation Department.

The City Manager presented to the Council the Audit Report for the City of Asheville for the period ending June 30, 1957.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, September 5, 1957 - 4:00 o'clock P. M.

Because of the lack of a quorum, no meeting of the City Council was held on the above date.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, September 12, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, September 12, 1957, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, C. M. Preslar, J. W. McGary, W. F. Algary, F. M. Mulvaney, T. B. Sumner, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A communication was received from Mr. Richard B. Ford requesting that Lots 66, 67, 68 and 69 of Sheet Ward 7 be rezoned from Business to Residential District.

This request was referred to the Planning and Zoning Commission for study and recommendation.

The following resolution was offered by Councilman Mulvaney and seconded by Councilman Preslar and upon being put to vote, was unanimously carried:

WHEREAS, that improvement designated by the State Highway Commission as Project 8.19030, Buncombe County, is considered to be the most necessary improvement in the highway system in the corporate limits of this Municipality for the promotion of public safety and convenience; and

WHEREAS, in the plans and proposals of said project it is provided that this Municipality cooperate with said Commission to the extent of

(1) Participating in the costs and expense of acquiring all the rights of way necessary for the location and construction of said project, and the removal therefrom of all obstructions of any kind or character necessary for the construction thereof, to the extent of twenty per cent (20%) of the total costs thereof; provided, however, that if the city is unable to fully pay its share of said right-of-way costs, as aforesaid, then the Commission may annually apply all unexpended surplus, remaining each year to its credit in the Municipal fund of the Commission, to said unpaid balance until its part of said right-of-way costs is fully paid.

(2) Exercising any rights which it may have under any franchises to effect the changing, adjusting, or relocating of telephone, telegraph or electric power lines or underground cables without expense to the Commission, and, without cost to the Commission, providing for the laying, changing, relaying or repairing of any necessary municipally owned electric lines, water, sewer, gas or other pipelines or conduits; together with all necessary house or lot connections or services extending to the outer edges of said project, whether made necessary by the widening of existing or construction of new or relocated streets or sidewalks.

NOW, THEREFORE, BE IT RESOLVED that the said Project 8.19030, Buncombe County, be and it is hereby formally approved by the City Council of the Municipality of Asheville, and that the Mayor and Clerk of said Municipality be and they are hereby empowered to sign and execute the required agreements between this Municipality and the State Highway Commission.

Complete copy of said resolution will also be found in Resolution Book #3 at page 404.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

STATE HIGHWAY COMMISSION)
)
and)
)
CITY OF ASHEVILLE)

MUNICIPAL AGREEMENT
IN RE: PROJECT 8.19030

WHEREAS, the STATE HIGHWAY COMMISSION has prepared plans to make certain street and highway improvements covered by the above captioned project within the CITY OF ASHEVILLE, COUNTY OF BUNCOMBE, consisting of the construction of an expressway extending from Patton Avenue at the east end of the Smoky Mountain Bridge through Asheville to a point near Beaucatcher Tunnel with right-of-way widths as will be shown on plans for this project which are now being prepared for the Commission by Wilbur Smith and Associates, Consulting Engineers, and with access to be limited to such points as may be provided in said plans.

AND WHEREAS, the City Council of the City of Asheville has approved the construction of said improvements in accordance with said plans and has agreed to participate in the cost thereof in the manner and to the extent hereinafter set out;

NOW, THEREFORE, IT IS AGREED that, as a part of the condition on which said project is to be recommended, approved, and constructed, the said City will, out of its own funds, reimburse to the extent of twenty per cent (20%) the State Highway Commission for all expenditures which it may make in acquiring or on account of rights of way to be specified for said project and such additional widths as may be necessary for construction of this project, and removal therefrom of all obstructions of any kind or character necessary for the construction of said project in accordance with approved plans; provided, however, that if the city is unable to fully pay its share of said right-of-way costs, as aforesaid, then the Commission may annually apply all unexpended surplus, remaining each year to its credit in the Municipal fund of the Commission, to said unpaid balance until its part of said right-of-way costs be fully paid;

And the said City will exercise any rights which it may have under any franchises to effect the changing, adjusting, or relocating of telephone, telegraph or electric power lines or underground cables without expense to the Commission, and will, without cost to the Commission, provide for the laying, changing, relaying or repairing of any necessary municipally owned electric lines, water, sewer, gas or other pipelines or other conduits, together with all necessary house or lot connections or services texending to the outer edges of said project, whether made necessary by the widening of existing or the construction of new or relocated streets or sidewalks, for the construction of the above described project. All such work either to be done or arranged for in a manner satisfactory to the Commission, prior to the commencement of the construction of the project herein referred to.

The City further agrees to pass such ordinances as may be necessary to provide for the closing of the following sections of streets:

1. Buttrick Street between Hill Street and Project 8.19030.
2. Oak Dale Street between Hill Street and Project 8.19030.
3. Gudger Street between Hill and Haywood Streets.
4. Cumberland Avenue between Cherry and Haywood Streets.

5. [illegible] between Depot and Shawasee Streets.
6. Liberty [illegible] between Broadway and Liberty Streets.
7. [illegible] Street between Clingman Street and Project 8.19030.
8. [illegible] between Hilliard and Woodfin Streets.
9. [illegible] between Project 8.19030 and Woodfin Street.
10. [illegible] Project 8.19030 and Woodfin Street.
11. [illegible] Street at its junction with Woodfin Street near Beaucatcher Tunnel.

[illegible] instituted in connection with the acquisition of right of way on this project the said City agrees to cooperate and participate with the Commission in the prosecution or defense of [illegible].

The Commission agrees that it will not authorize the awarding of any contract for this project until said City shall [illegible] the Commission, and all necessary agreements have been made to pay the said Commission, the amount [illegible] to it, exceptionate part of the [illegible] said costs; provided that this said estimate be adjusted to the exceptionate part of actual costs when exact figures are obtainable.

The [illegible] of this project by the State Highway Commission is subject to the condition of this agreement that no expenditure of funds on the part of the Commission will be made until the terms of this agreement have been complied with on the part of the said City.

IN WITNESS WHEREOF, this agreement is executed this the 12 day of September, 1957, in duplicate, on the part of the Commission and of the said City by authority duly given, as evidenced by attached certified copy of resolution, ordinance, or minute entries, as the case may be, authorizing the same on the 12 day of September, 1957.

CITY OF ASHEVILLE

By E. W. Eller
MAYOR

ATTEST:

Margaret Simmons
CITY CLERK

(Seal)

AGREEMENT ACCEPTED:

STATE HIGHWAY COMMISSION

ATTEST:

By
DIRECTOR OF HIGHWAYS

SECRETARY

APPROVED AS TO FORM AND LEGALITY:

STAFF ATTORNEY
DEPARTMENT OF JUSTICE

The City Manager advised the Council that the City had assumed maintenance of water lines outside the Water Districts as of September 13, 1957.

The City Manager presented the statement showing the budget position of the city for the period ending August 31, 1957.

Councilman McRary said in view of expressway plans calling for exit and entrance ramps at the north end of O'Henry Avenue south to Patton Avenue, serious consideration should be given to extending O'Henry Avenue south to Patton Avenue, linking Smith Avenue directly with Asheland Avenue at Patton.

The City Manager said he would request city engineers to make a thorough study of the proposal.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, September 19, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, September 19, 1957, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen T. B. Sumner, C. M. Preslar, J. W. McRary, W. F. Algary, F. M. Mulvaney, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

CITY SCHOOLS - BUNCOMBE COUNTY
ELECTRICAL INSPECTOR

Councilman Preslar introduced a resolution authorizing and approving Buncombe County Electrical Inspector to inspect public schools in the City of Asheville, which was, upon motion of Councilman Preslar, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 405.

AUDIT - SINKING FUND COMMISSION
FOR BUNCOMBE COUNTY

The City Manager presented the audit for the Sinking Fund Commission for Buncombe County for the period ending June 30, 1957.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, September 26, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, September 26, 1957, at 4:00 o'clock P. M. with Vice-Mayor Frank Mulvaney presiding. Present: Councilmen W. F. Algary, T. B. Sumner, C. M. Preslar, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

CITY BOARD OF ALCOHOLIC
CONTROL - RESIGNATION
W. JENNINGS GROOME

A letter of resignation from W. Jennings Groome as Chairman and member of the City of Asheville Board of Alcoholic Control was presented to the Council.

September 20, 1957

Mayor Earl Eller and City Council
of the City of Asheville,
Asheville, N. C.

Gentlemen:

During recent months I have had to undergo surgical operations with the result that the condition of my health requires me, at least for some time in the future, to reduce the number of my working hours, and the press of my business requires that I devote all of my time to it.

I feel that my original appointment was largely one to help reorganize a new ABC Board and to place the Board on the basis of having a full time Supervisor other than a Board member, and this has been largely accomplished by the recent appointment of an able full time Supervisor.

I therefore hereby tender my resignation as Chairman and member of the ABC Board.

Sincerely,

S/ W. Jennings Groome
W. Jennings Groome

Councilman Sumner moved that this resignation be accepted with regret, which motion was seconded by Councilman Preslar and unanimously adopted.

CITY OF ASHEVILLE BOARD OF ALCOHOLIC
CONTROL - APPOINTMENT OF WALTER I.
[illegible]WORTHY AS CHAIRMAN

Councilman Sumner introduced a resolution appointing Chairman and member of City of Asheville Board of Alcoholic Control, which was, upon motion of Councilman Mulvaney, seconded by Councilman Sumner, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 406.

CITY SCHOOLS - INSPECTIONS

Councilman Sumner requested that as inspections are made of city schools that the Council be furnished with a copy of the inspections. The City Manager advised he would take care of this matter.

STREET LIGHTING

The City Manager advised that plans for improved street lighting in the downtown area are nearly complete and will be presented to the Council at an early date.

There being no further business, the meeting was upon motion adjourned.

VICE-MAYOR
Frank Mulvaney

Margaret Simmons
CITY CLERK

Thursday, October 3, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, October 3, 1957, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. F. Algary, C. E. Morgan, F. M. Mulvaney, J. W. McRary, C. M. Preslar, T. B. Sumner, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

ZONING ORDINANCE - AMENDMENT
REQUESTED (Starnes Avenue)

A communication was received from J. L. Widman requesting that the property in the block containing #42 Starnes Avenue be rezoned from Residential to Commercial.

This request was referred to the Planning and Zoning Commission for study and recommendation.

CLAIM - Mrs. Angela B. Harris

McLean, Gudger, Elmore & Martin, attorneys for Mrs. Angela B. Harris, presented a claim for damages for personal injuries in the amount of $3,250.00, which was referred to the Corporation Counsel for investigation.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

NOTICE OF CLAIM

TO: The Honorable City Council and City Manager of the City of Asheville, North Carolina.

Notice is hereby given the City of Asheville, its City Council and City Manager that on the 2nd day of July, 1957 the Claimant, Mrs. Angela B. Harris, P. O. Box 140, Arden, North Carolina, sustained personal injuries when she was tripped up and caused to fall by the damaged and defective condition of the sidewalk along the northern margin of Lodge Street in Biltmore community, Asheville, North Carolina; that claimant was injured on said occasion by the carelessness and negligence of the City of Asheville, its agents, servants, and employees; which said City of Asheville, its agents, servants, and employees negligently caused and allowed said sidewalk to become worn out, damaged, and defective; and which said City of Asheville, its agents, servants, and employees negligently failed and neglected to repair cracks, breaks, and holes in said sidewalk after due notice of the broken, damaged and defective condition thereof, and after due notice that other pedestrians on said sidewalk had been injured thereby prior to July 2, 1957;

That as result of the negligence of the said City of Asheville Claimant's knees, legs, arms, hands, back, neck, spinal column, and nervous system sustained serious injuries; claimant incurred substantial expenses for hospitalization, nurses, doctors, and other medical care, treatment, and attention; and claimant is advised, informed, and believes she has sustained permanent damages and injuries to her back, neck, spinal column, and nervous system; and that as result of the negligence of the City of Asheville, Claimant has sustained damages and personal injuries in the amount of Three Thousand Two Hundred and Fifty ($3,250.00) Dollars.

That this notice is given to conform to Chapter 121 of the Private Laws of North Carolina of 1931, being the Charter of the City of Asheville, and to conform to Chapter 16, Section 243 of the Private Laws of North Carolina of 1923, and to furnish the City of Asheville with notice of claim for damages and personal injuries sustained by claimant. The City of Asheville is further notified that if this claim for damages and personal injuries is not paid promptly suit will be instituted against the City of Asheville to recover the damages for the personal injuries sustained by claimant and caused by the carelessness and negligence of the City of Asheville, its agents, servants, and employees.

You are further notified and requested to advise the attorney for the claimant, within the next ten days, what the governing authorities of the City of Asheville expect to do about this claim.

This the 30th day of September, 1957.

McLEAN, GUDGER, ELMORE & MARTIN

By Lamar Gudger
Attorneys for the Claimant,
Mrs. Angela B. Harris

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

ANGELA B. HARRIS, being first duly sworn, deposes and says:

That she has read or heard read the foregoing notice of claim and knows the contents thereof; that the same is true of her own knowledge except as to matters and things therein set forth upon information and belief, and as to such matters and things she believes it to be true.

Angela B. Harris
Affiant

Sworn to and subscribed before me this the 30th day of September, 1957.

My commission exoires:
Jan. 13, 1958
(Seal)

Jean B. Barrett
Notary Public

[illegible]

Councilman Preslar introduced a resolution authorizing Mayor to enter into lease with Asheville Sand Company for property near mouth of Hominy Creek, which was, upon motion of Councilman Preslar, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 407.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS AGREEMENT, made and entered into this 3 day of October, 1957, by and between the CITY OF ASHEVILLE, a municipal corporation organized and existing under and by virtue of the laws of the State of North Carolina, party of the first part, and J. L. LANKFORD, d/b/a ASHEVILLE SAND COMPANY, party of the second part.

WITNESSETH:

That the party of the first part hereby leases to the party of the second part the following property:

Being that certain real property located in Ward 5 at the junction of the mouth of Hominy Creek and the French Broad River that was formerly enclosed by a fence and used as a sand drag by the City of Asheville.

That the party of the first part hereby grants the exclusive right for the purpose of operating a sand drag or other sand operations within the following boundary:

BEGINNING at the Amboy Road gate, and running thence with the line of the City of Asheville to the French Broad River, runs thence up said river to Hominy Creek, runs thence up Hominy Creek to the line of the City of Asheville on Brevard Road, thence following the line of the City of Asheville in the general direction that Brevard Road runs to the place of BEGINNING.

upon the following terms and conditions:

(1) That the term of this lease shall be three years, beginning the 1st day of October, 1957 and expiring the 30th day of September, 1960.

(2) A. That the party of the second part agrees to pay as rental for said property five (5¢) cents per cubic yard of sand obtained from said property.

B. That in event the rental aforesaid amounts to less than $600.00 for any one year during the term of this lease the party of the second part shall supplement said rental so that a minimum of $600.00 for said year shall be paid to the party of the first part for each and every year during the term of this lease.

C. That $50.00 of said rental shall be payable on the first day of each and every month during the term of this lease.

D. That at the end of each twelve months period the party of the second part shall submit to the party of the first part a statement showing the total number of cubic yards of sand sold by him during said period and the total amount of rental due the party of the first part in accordance with the rental rate as set out in paragraph (2), section A; and that in event said total amount of rental due is less than $600.00, the rental for said property will be considered satisfied if the provisions of paragraph (2), section C, have been performed; and that in event said total amount of rental due is more than $600.00, the party of the second part shall forthwith pay the party of the first part the difference between said total amount of rental due and $600.00, or the amount paid in accordance with paragraph 2, section C, whichever is less.

E. That the party of the first part shall have the right at any time to audit the books of the party of the second part in order to ascertain the number of cubic yards of sand sold by the party of the second part.

3. The party of the first part agrees that it will enter into negotiations with the party of the second part for a renewal or extension of this lease at a reasonable time prior to the termination of the present lease, the terms and conditions to be agreed upon at that time, and that such extension or renewal, if desired by the party of the second part, will be accepted or rejected by the party of the first part not later than the expiration of the present lease.

4. In the event the party of the second part fails to comply with any of the terms and provisions of this lease, then this lease shall become null and void and the party of the first part shall have the right to enter upon said property and take possession thereof.

5. In the event the party of the second part is prevented from obtaining sufficient quantities of sand from said premises to make said sanding operation reasonably profitable under the terms of this lease and provided said inability to obtain said sand is due to no fault or negligence of the party of the second part, then in that event the party of the second part shall have the right to terminate this lease by giving thirty days notice in writing to the party of the first part.

6. That the party of the second part does hereby release and forever discharge said party of the first part from all claims, demands, damages, actions, or causes of action which said party of the second part may hereafter have on account of, connected with, or growing out of the inability of the party of the second part to obtain sand from said premises as referred to in paragraph five of this lease, or the inability to obtain sand from said premises for any reason whatsoever.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the party of the second part has hereunto set his hand and seal this the day and year first above written.

ATTEST:

Margaret Simmons
CITY CLERK
(Seal)

CITY OF ASHEVILLE

By E. W. Eller
MAYOR

ASHEVILLE SAND COMPANY

By _____ (SEAL)

[illegible]

Mr. W. J. McCanless, Jr. appeared before the Council with the recommendation that ramp arrangements for the proposed expressway be altered to eliminate the Montford Avenue west bound ramp and a Hill Street entrance substituted.

The City Manager stated he would refer the recommendations to State Highway Commission officials.

[illegible]

Mr. O. B. Kibby presented an honorary plaque to Mr. Weir, in appreciation of his services to the citizens of Asheville.

There being no further business, the meeting was upon motion adjourned.

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

Thursday, October 10, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, October 10, 1957, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding: Present: Councilmen C. M. Preslar, F. M. Mulvaney, T. B. Sumner, W. F. Algary, J. W. McRary, C. B. Morgan, and City Manager Weldon Weir.

The minutes of the previous meeting were read and approved.

[illegible] ORDINANCE - RECOMMENDATION
PLANNING AND ZONING COMMISSION
(Hendersonville Road section)

A communication was received from the Planning and Zoning Commission recommending the rezoning of Lots 66, 67, 68 and 69 of Sheet 4, Ward 7 from business to residential.

October 2, 1957

City Council of the City of Asheville
City Building
Asheville, N. C.

Gentlemen:

At the meeting of the City of Asheville Planning and Zoning Commission held October 2, 1957, the following action was taken on the attached request referred to the Commission for study and recommendation:

The Commission recommends that the City Council grant the petition and rezone Lots 66, 67, 68 and 69 of Sheet 4 Ward 7 from business to residential.

Yours very truly,

S/ Anthony Redmond
Anthony Redmond, Secretary

This recommendation was accepted by the Council, and the Corporation Counsel was instructed to prepare an ordinance complying with said recommendation to be placed before the Council, and to give notice and publication of a public hearing to be held on same.

Councilman Sumner introduced a resolution authorizing agreement between James E. Ashe, Certified Public Accountant, and City of Asheville, which was, upon motion of Councilman Sumner, seconded by Councilman Morgan, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 408.

AGREEMENT, made this 27 day of September, 1957, in accordance with the requirements of the Public Laws of North Carolina, between JAMES E. ASHE (Accountant or Accountants) of Asheville, North Carolina (City or State) hereinafter known as the Party of the First Part, and CITY COUNCIL (Governing Body) of City of Asheville, North Carolina North Carolina, (Governmental Unit) hereinafter known as the Party of the Second Part.

1. IT IS AGREED that the Party of the First Part shall conduct an audit of the accounts and records pertaining to the following funds and/or divisions of the Party of the Second Part: General City Operating, Water Operating, Sinking Funds Capital Funds, and Revolving Fund. for the period beginning July 1, 1957 and ending June 30, 1958 in accordance with the Standard Program of Audit Procedure attached hereto and made a part of this contract. (Authority for elimination or variations from the Standard Program of Audit Procedure must be obtained by the Governmental Unit from the Director of Local Government, in writing, before a contract is executed, and such eliminations, when approved by the Director of Local Government, must be stated hereunder with reference to the paragraph number designated in said Standard Program of Audit Procedure.)

2. Party of the First Part agrees that the services he has contracted to perform under this contract shall be rendered by or under the personal supervision of competent accountants who will faithfully perform their work with care and diligence and report all irregularities, omissions and discrepancies in the accounts of the Party of the Second Part.

3. It is understood and agreed that should unusual conditions arise whereby the services of the Party of the First Part are necessary beyond the extent of the work contemplated and required under the Standard Program of Audit Procedure, such unusual conditions shall be referred to the Party of the Second Part who shall instruct said Party of the First Part concerning such additional services, which shall be subject to the approval of the Director of Local Government.

4. The Audit shall be started as soon after this contract is executed and approved as is agreeable to the Parties hereto and shall be completed and a written report thereon rendered within a reasonable time after the close of the fiscal period covered by this contract. One copy of said report shall be filed with the Director of Local Government.

5. In consideration of the faithful performance of the conditions covenants and undertakings herein set forth, the Party of the second part agrees to pay to the Party of the First Part upon approval by the Director of Local Government, a fee of TWO THOUSAND SIX HUNDRED ($2,600.00) DOLLARS.

(Space below for approval of the Director of Local Government)

James E. Ashe, Certified Public Accountant
Party of the First Part

By S/ James E. Ashe

CITY OF ASHEVILLE
Party of the Second Part

By _____
City Manager

Provision for the payment of the moneys to fall due under this agreement has been made by appropriation duly made or by bonds or notes duly authorized as required by the "County Fiscal Control Act, as amended".

_____
County or Municipal Accountant of
Asheville, North Carolina

The City Manager reported that the State Highway Commission held a two day meeting in the Council Chamber, giving citizens of western North Carolina an opportunity to be heard in regard to their highway problems.

The City Manager presented the statement showing the budget position of the city for the period ending September 30, 1957.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, October 17, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, October 17, 1957, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. M. Preslar, T. B. Sumner, C. E. Morgan, J. W. McRary, F. M. Mulvaney, W. F. Algary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, October 24, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, October 24, 1957, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, F. M. Mulvaney, J. W. McRary, T. B. Sumner, C. M. Preslar, W. F. Algary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

[illegible] - PROTEST PROP[illegible]
[illegible]

A communication was read from Ruben J. Dailey, president of the Asheville and Buncombe County Citizens' Organization, in the nature of a protest against the proposed sale of the Recreation Park swimming pool property.

A communication was received from the Zoning Board of Adjustment recommending that consideration be given to an amendment to the present zoning ordinance with particular reference to zones RA-8 and RA-10 to allow the construction of attached garages and carports in instances where present regulations would permit such construction if detached.

This matter was referred to the Planning and Zoning Commission for study and recommendation.

Councilman Algary introduced a resolution authorizing Mayor to execute deed to Asheville Junior Chamber of Commerce, Inc., which was upon motion of Councilman Algary, seconded by Councilman Morgan, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 409.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS INDENTURE, made and entered into this 24th day of October, 1957, by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, party of the first part, and ASHEVILLE JUNIOR CHAMBER OF COMMERCE, INC., a North Carolina corporation, party of the second part;

WITNESSETH:

THAT WHEREAS, by resolution of the City Council of the City of Asheville on August 1, 1957 the property hereinafter described was authorized to be sold at public sale; and

WHEREAS, after due and proper legal advertisement the property was sold at the Court House door of Buncombe County, North Carolina on the 14th day of October, 1957, at which time the Asheville Junior Chamber of Commerce, Inc. became the last and highest bidder in the amount of $8,500.00; and

WHEREAS, the provisions of the law in regard to said sale having been complied with; and

WHEREAS, the City Council of the City of Asheville on the 24th day of October, 1957 passed a resolution authorizing and directing the sale and conveyance of said property to Asheville Junior Chamber of Commerce, Inc. for the sum of $8,500.00;

NOW, THEREFORE, for and in consideration of the sum of $8,500.00 paid to the party of the first part by the party of the second part, the receipt of which is hereby acknowledged, the said party of the first part has bargained, sold, conveyed and confirmed, and by these presents does bargain, sell, convey and confirm unto the said party of the second part, its successors and assigns, the following described property located in the County of Buncombe, State of North Carolina, known as City of Asheville Recreation Park Swimming Pool Property, and bounded and more particularly described as follows:

Tract #1: BEGINNING at an iron pin, which iron pin is located North 54 deg. 51' East 4 feet from the northernmost corner of the existing heavy woven wire fence surrounding the "pool" as shown on plat hereinafter referred to; thence runs South 35 deg. 11' East 165.8 feet to a stake; thence South 22 deg. 30' West 151.7 feet to a stake in the northwestern margin of a roadway; thence with said northwestern margin of said roadway South 61 deg. 54' West 50 feet to a stake; thence North 81 deg. 28' West 133.3 feet to a stake; thence North 35 deg. 11' West 148.8 feet

to a stake in the southeastern margin of a gravel walkway and which said stake is South 54 deg. 51' West 4 feet from the westernmost corner of said wire fence surrounding said "pool" as shown on said plat; thence runs North 54 deg. 51' East and with said southeastern margin of said gravel walkway and with the northwestern margin of said wire fence 273.9 feet to the BEGINNING.

Tract #2: BEGINNING at an iron pin in the northwestern margin of a roadway, which said iron pin is located North 17 deg. 23' West 102 feet from the westernmost corner of said Tract #1 hereinbefore described; thence runs from said beginning point North 54 deg. 51' East with said northwestern margin of said roadway 47.25 feet to a stake; thence North 10 deg. 0' East 121." feet to a stake; thence South 80 deg. 0' West 42.8 feet to a stake; thence South 10 deg. 0' East 141.9 feet to the BEGINNING.

Said Tracts #1 and 2 hereinabove described being a portion of that property belonging to the City of Asheville as shown on plat recorded in Plat Book 30 at page 1 in the office of the Register of Deeds for Buncombe County, North Carolina, reference to which said plat is hereby made for greater certainty of description.

Together with the right of ingress, egress and regress thereto in, over and upon those roadways and walkways hereinbefore referred to and shown on said plat recorded in said Plat Book 30 at page 1.

TO HAVE AND TO HOLD the above described land and premises, together with all the rights and appurtenances thereunto belonging or in any wise appertaining, unto the said party of the second part, its successors and assigns, to the only use and behoof of it and its said successors and assigns forever.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed, this the day and year first above written.

Attest:

CITY OF ASHEVILLE

Margaret Simmons
City Clerk

By E. W. Eller
Mayor

(Seal)

State of North Carolina,
County of Buncombe.

This ____ day of _____, 1957, personally appeared before me, a Notary Public, in and for the County of Buncombe, State of North Carolina, E. W. ELLER, who, being by me duly sworn, says that he is Mayor of the City of Asheville, and that the seal affixed to the foregoing and annexed deed is the corporate seal of said corporation, and that said instrument was signed and sealed by him, in behalf of said corporation by authority duly given, and the said E. W. Eller acknowledged said writing to be the act and deed of said corporation.

WITNESS my hand and notarial Seal, this the day and year first above written.

My commission expires:

Notary Public

State of North Carolina,
County of Buncombe.

The foregoing certificate, namely of _____, a Notary Public of the State and County designated is adjudged to be correct. Let the instrument and the certificate be registered.

This ____ day of _____, 1957.

Deputy Clerk Superior Court,
Buncombe County, N. C.

Filed for registration on the ____ day of _____, 1957, at _____ M.

Register of Deeds

Forrest Harty appeared before the Council and entered a protest at the sale of the Recreation Park swimming pool; and made a request that traffic lights be installed at the intersection of Biltmore Avenue and Forest Hill Drive; Southside and Gaston Streets; and Beaumont and Valley Streets. The Rev. M. C. Delan joined Harty in the traffic light requests.

This matter was referred to the Director of Public Safety for investigation.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, October 31, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, October 31, 1957, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen T. B. Sumner, J. W. McRary, W. F. Algary, C. E. Morgan, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

The City Manager advised the Council that Capital Airlines, Inc. has filed application with the Civil Aeronautics Board for permission to discontinue service until Asheville's new airport is completed. This airline carries 56% of the service at the airport.

Councilman Algary moved that the City Council go on record as vigorously protesting this application of Capital Airlines, in view of the fact that the construction of the new airport has been started and same is expected to be in operation in approximately twelve months, and that the City Manager and Corporation Counsel be instructed to intervene in behalf of the city in the hearing on the Airline's request, and that surrounding towns be invited to join in this protest, which motion was seconded by Councilman McRary and unanimously adopted.

The Council requested the Corporation Counsel to prepare a resolution commending Mr. Roy P. Booth, Chairman of the Urban Renewal Commission, Col. Leo A. Bossette, commission executive director, and the members of the Commission for their outstanding service in obtaining certification of Asheville's preliminary workable program for urban rehabilitation from the U. S. Housing and Home Finance Agency.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, November 7, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, November 7, 1957, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. F. Algary, J. W. McRary, T. B. Sumner, C. E. Morgan, F. M. Salvaney, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Mr. W. H. Briggs, representing the Optimist Club, sponsors of Youth Appreciation Week, expressed appreciation for the city's participation in this program, and introduced a group of Lee Edwards High School students who had spent the day with city officials in observance of this event.

Mayor Eller and Mr. Weir thanked the Optimist Club for making this day possible, and Bruce Campbell, on behalf of the students, thanked the Optimist Club and the city officials.

Mr. W. M. Styles, attorney for F. W. Downs, presented a claim for damages for personal injuries in the amount of $10,163.00, which was referred to the Corporation Counsel for investigation.

STATE OF NORTH CAROLINA,
BUNCOMBE COUNTY.

To the City Councilmen of the City of Asheville, North Carolina:

F. W. Downs 40 Vermont Court, Asheville, N. C. files claim for personal injuries and in connection herewith presents to the Council:

1.

That on April 6 1957 he received an injury to his right leg when his leg became caught, cut and mashed in a faulty Manhole Cover located beside the Street in front of his home at 40 Vermont Court in the City of Asheville, N. C.

2.

That he caused the City Attorney of the City of Asheville, North Carolina to be notified on April 10, 1957, of his injury, but he was not able at that time to ascertain the extent of his damages.

3.

That he has expended the sum of Eighty-eight ($88.00) for medicine, lost time from his work in the sum of Seventy-five ($75.00) Dollars.

4.

That he is advised by his physicians that the injury to his leg is of a permanent nature, and that his present condition will grow progressively worse, and the loss of the use of his leg will be permanent.

WHEREFORE your Claimant presents herewith his claim for the sum of Ten Thousand, One Hundred Sixty-three ($10,163.00) Dollars.

Respectfully submitted,

This November 4, 1957.

W. M. Styles
W. M. Styles,
Attorney for Claimant

STATE OF NORTH CAROLINA,
BUNCOMBE COUNTY.

F. W. DOWNS being duly sworn says.

That he is the Claimant in the above entitled cause; that he has read or heard read the foregoing Claim and knows the contents thereof; that same is true of his own knowledge, except as to the matters and things therein stated upon information and belief, and as to those matters he verily believes it to be true.

F. W. Downs

Subscribed and sworn to before me this 5 November, 1957.

Sallie Kate Davidson
Notary Public

My commission expires 9/9/58
(Seal)

Councilman Sumner introduced a resolution commending the Urban Renewal Commission, which was read in full, and, upon motion of Councilman Sumner, seconded by Councilman Morgan, unanimously adopted.

Complete copy of said resolution will be found in Resolution Book #3 at page 410.

This being the date set for the public hearing on the requested change of certain property at the corner of Reed Street and Yorkshire Street from Business to RA-5 Residential, and there being no opposition to said change, Councilman Mulvaney introduced Ordinance #403, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE' AS AMENDED", which was, upon motion of Councilman Mulvaney, seconded by Councilman McRary, unanimously passed on its first reading with the following vote:

Councilman McRary voted "aye"
Councilman Mulvaney voted "aye"
Councilmen Algary voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

The City Manager presented the statement showing the budget position of the city for the period ending October 31, 1957.

Mr. J. Y. Jordan, attorney for Aiken's Drug Store, the Hot Shot Cafe, and Biltmore Shoe Shop, presented petitions signed by some four hundred citizens requesting the Department of Public Safety to order a return to angle parking of automobiles in front of said places of business on Lodge Street in Biltmore.

The City Manager advised the Council that this change was made only after a survey and traffic count, but that a further study and report back to the Council would be made.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, November 14, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, November 14, 1957, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. E. Morgan, J. W. McRary, T. B. Sumner, C. M. Preslar, City Manager Weldon Weir, and Corporation Counsel R. W. Wells. Absent: Councilmen F. M. Mulvaney and W. F. Algary.

The minutes of the previous meeting were read and approved.

A communication was received from Morgan Manufacturing Co. requesting action to provide adequate charter plane service at the new airport when completed.

This request was referred to the City Manager for investigation.

A communication was received from the Chamber of Commerce requesting the Council's endorsement of the program of the Chamber's civic planning committee, including employment of planning personnel by the city.

The Council took this matter under consideration.

Ordinance #403, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", AS AMENDED', was, upon motion of Councilman Mulvaney, seconded by Councilman McRary, unanimously passed on its second reading with the following vote:

Councilman McRary voted "aye"
Councilman Preslar voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

Councilman McRary introduced in written form a resolution entitled "RESOLUTION PROVIDING FOR THE ISSUANCE OF A $300,000 AIRPORT BOND ANTICIPATION NOTE", which, upon motion of Councilman McRary, duly seconded by Councilman Morgan, was unanimously adopted.

A complete copy of the resolution will be found in Resolution Book #3 beginning at page 411 and ending at page 412.

Councilman Preslar introduced in written form a resolution entitled "RESOLUTION [illegible] OF $1,100,000 AIRPORT BONDS", which, upon motion of Councilman Preslar, seconded by Councilman Mulvaney, was unanimously adopted.

A complete copy of the resolution will be found in Resolution Book #3 beginning at page 413 and ending at page 415.

Councilman Morgan introduced a resolution authorizing City of Asheville to intervene in Docket 7973 and 8213, et al relating to air service for Asheville before the Civil Aeronautics Board, which was, upon motion of Councilman Morgan, seconded by Councilman Sumner, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 416.

Councilman Preslar introduced a resolution appointing member of the City of Asheville Board of Alcoholic Control, which was, upon motion of Councilman Preslar, seconded by Councilman Sumner, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 417.

The City Manager reported in regard to the request for restoration of angled parking on Lodge Street that a traffic survey is being conducted, and that possibility of acquiring near-by property for off-street parking is being investigated.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, November 21, 1957 [illegible]

The City Council met in regular session Thursday, November 21, 1957, at [illegible] with Mayor E. W. Eller presiding. Present: Councilmen C. M. Preslar, F. M. Mulvaney, J. W. McRary, W. F. Algary, T. B. Sumner, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Ordinance #403, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE', AS AMENDED", was, upon motion of Councilman Mulvaney, seconded by Councilman McRary, unanimously passed on its first and final reading with the following vote:

Councilman McRary voted "aye"
Councilman Mulvaney voted "aye"
Councilman Algary voted "aye"
Councilman Preslar voted "aye"
Councilman Sumner voted "aye"
Mayor Eller voted "aye"

AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE #322, KNOWN AS 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE', AS AMENDED

BE IT ORDAINED BY THE [illegible]

Section 1. That the Zoning Map and Zoning Ordinance, being Ordinance #322, known as 'AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE', as amended, be and is hereby amended as follows:

That hereinafter referred to as the said property, more particularly described by metes and bounds as set forth in Ordinance No. 322, and the designated lot numbers, streets and wards hereinafter referred to, which are now shown on the [illegible] Asheville and Buncombe County Tax Maps.

2. That the property hereinabove described be and is hereby rezoned from Business District to RA-5 Residential.

Lots on, of, 28 and 29, Sheet [illegible], Ward 7

Section 2. That the official zoning map of the City of Asheville be and is hereby amended and is directed to make the changes hereinbefore ordered in said zoning map.

Section 3. That if any section, sub-section, sentence, clause or phrase of this ordinance is for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, sub-section, clause and phrase thereof, irrespective to the fact that any one or more sections, sub-sections, sentences, clauses or phrases be declared invalid.

Section 4. That all ordinances and clauses of ordinances in conflict herewith be and are hereby repealed.

Section 5. That this ordinance shall be in full force and effect fifteen days from date of final passage.

I move the adoption of the foregoing ordinance, this 7 day of November, 1957.

Frank Mulvaney
COUNCILMAN

SECONDED BY:

J. W. McRary
COUNCILMAN

Read, approved and adopted, this 21 day of November, 1957, to become effective 6 day of December, 1957.

APPROVED AS TO FORM:

E. W. Eller
MAYOR

Robt. W. Wells
CORPORATION COUNSEL

Margaret Simmons
CITY CLERK

[illegible] FUND COMMISSION FOR

Councilman McRary introduced a resolution authorizing the calling of certain City of Asheville bonds and authorizing the Sinking Fund Commission for Buncombe County to publish notice in The Bond Buyer of New York, which was, upon motion of Councilman McRary, seconded by Councilman Algary, unanimously adopted.

Complete copy of said resolution will be found in Resolution Book #3 at page 418.

The City Council heard a renewed request for return to angle parking on Lodge Street in Biltmore.

The City Manager advised that he does not feel it is in the public interest to change back to angle parking on this street, but that an off-street parking lot is under consideration in this area and should be available in the near future.

Brownie Troop No. 20 of the Girl Scouts from William Randolph School visited the Council meeting to learn more about the city's government.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, November 28, 1957 - 4:00 o'clock P. M.

Because of the lack of a quorum, no meeting of the City Council was held on the above date.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, December 5, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, December 5, 1957, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. F. Algary, C. M. Preslar, F. M. Mulvaney, C. E. Morgan, T. [illegible] Sumner, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A communication signed by eighty members of the Police Department was received by the Council advising that said members had not requested the action reported in the local press relative to salaries, and that this action on the part of the organization referred to was without authority; and further to advise that said members appreciate the attitude of the Council in connection with salaries and in providing funds for the police pension and retirement, which is considered a benefit by said members.

Councilman Preslar introduced a resolution authorizing City Manager to make application to State of North Carolina for refund of gasoline taxes, which was, upon motion of Councilman Preslar, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of said resolution will be found in Resolution Book #3 at page 419.

The City Manager presented the statement showing the budget position for the city for the period ending November 30, 1957.

Councilman Sumner discussed the consolidation of the Asheville and Buncombe County school sys[illegible]

[illegible]ems, and urged the City Council and Board of County Commissioners to consider this proposal with a pay-as-we-go system for construction of new schools, using the estimated $235,000 surplus in county funds and leaving the tax rate as it is.

Mr. Coke Candler, Chairman of the Board of County Commissioners, said that the State Department of Public Instruction has been asked to survey city and county school building needs, but has not yet received a request from the City School Board.

Mayor Eller stated this matter should be brought up before the City School Board.

At this point all three Commissioners of Buncombe County and the Buncombe County Attorney met with the City Council.

Mr. Robert Phillips, Chairman of the Asheville-Biltmore College Board of Directors, presented to this meeting a proposal to raise funds to match state funds for new buildings and equipment at the college. Mr. Phillips stressed the importance of getting the college under the state aid program recently enacted by the legislature.

In this connection Mr. Louis Lipinsky, Sr., Chairman of the College Promotion Committee of the Chamber of Commerce, proposed the names for a fifty member Community College Promotion Committee in behalf of Asheville-Biltmore College as follows:

Harry D. Blomberg	Harry's Cadillac-Pontiac Company
[illegible]by P. Booth	Booth-Barfield, Inc., Realtors
[illegible]. C. Buchholz	Draper Corporation
[illegible]odrow S. Burns	Belk's Department Store
[illegible]. M. Burrell	Asheville Central Labor Union
Dr. Glenn L. Bushey	Asheville-Biltmore College
[illegible]ames McClure Clarke	Farmers Federation Cooperative
[illegible]arvey Collisson	Olin-Mathieson Chemical Corporation
[illegible]. Gerald Cowan	Wachovia Bank & Trust Company
[illegible]rank Coxe	Asheville Industrial Council
Mrs. Virginia Dameron	Farmers Federation Cooperative
[illegible]rman Dave	Dave Steel Company
[illegible]dward F. Deacon	Selective Sales, Inc.
[illegible]ichard K. Dennenhardt	Asheville Chamber of Commerce
[illegible]. P. Dillard	Dillard Construction Company, Sylva, N. C.
[illegible]ruce Drysdale	Moland-Drysdale Company, Hendersonville, N. C.
[illegible]. W. Feagin	Sears, Roebuck & Company
[illegible]heodore G. Ford	American Enka Corporation
[illegible]arl C. Funderburk	Asheville City Schools Superintendent
[illegible]ichard Haber	Hadley Corporation
[illegible]ouis Lipinsky, Sr.	Ron Marche, Inc.
[illegible]dward Mashburn	Marshall, N. C.
[illegible]illiam Medford	Waynesville, N. C.
[illegible]awrence C. Merchant	Merchant Construction Company
[illegible]larence F. Morgan	Morgan Brothers, Inc.
[illegible]lenn Morris	Marion, N. C.
[illegible]arry L. Nettles	Nettlewood Nurseries
[illegible]. C. Northcott	Grove Stone & Sand Company
[illegible]harles D. Owen, III	Beacon Manufacturing Company
[illegible]harles D. Parker	First National Bank
[illegible]obert F. Phillips	Attorney, Carolina Power & Light Company
[illegible]rs. C. G. Pickard	9 Lynmar Avenue, Asheville, N. C.
[illegible]iron Prevost	Waynesville, N. C.
[illegible]rs. Don R. Printz	340 Midland Drive, Asheville, N. C.
[illegible]aurice Puckett	Battery Park Hotel
[illegible]. C. Roberson	Buncombe County Schools Superintendent
[illegible]enben B. Robertson	Champion Paper & Fibre Company, Canton, N. C.
[illegible]. T. Shope	Shope's of Weaverville
[illegible]avid Snelson	Leicester, N. C.
[illegible]. E. Starnes, Sr.	Western and Southern Life Insurance Company
[illegible]eorge W. Stephens	The Stephens Press
[illegible]e R. Sternberg	Consolidated Hide and Metal Company
[illegible]ammond D. Strom	Southern Dairies, Inc.
[illegible]. Fleming Talman	Talman Office Supplies, Inc.
[illegible]ey A. Taylor	Buncombe County Attorney
[illegible]. Weldon Weir	Asheville City Manager
[illegible]illie Woolcott	The Bank of Asheville
[illegible]anly F. Wright	Asheville Insurance Agency
[illegible]ohn R. Veach	Hardwood Corporation of America

Councilman Algary moved that said list be approved and said persons so appointed, which motion was seconded by Councilman Mulvaney and unanimously adopted.

Mr. Candler polled the County Commissioners, and Mr. Vance moved that said list be approved and said persons so appointed, which motion was seconded by Mr. Mitchell, and unanimously adopted.

[illegible]SWAY -

Mr. W. J. McCanless, Jr. appeared before the Council to propose the construction of a viaduct from Hilliland Avenue across Patton Avenue to O'Henry Avenue, with later construction of a tunnel to carry O'Henry Avenue under the proposed crosstown expressway.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, December 12, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, December 12, 1957, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen T. R. Sumner, C. M. Preslar, F. M. Mulvaney, C. E. Morgan, W. F. Algary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Councilman Sumner took exception to the recent statement in the local press which read as follows: "The Board of County Commissioners plans to join with city officials in providing by June 30, 1959, from ABC store and other non-tax revenues, a sum of money sufficient to match one-half of the state appropriation to Asheville-Biltmore College, the total not to exceed $225,000", and stated that he thought such plans were tantamount to a commitment, and the Council should have acted on any commitment that the city planned to make as a body prior to any public announcement.

The City Manager explained that of course no actual appropriation could or would be made until approved by the City Council of the City of Asheville.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, December 19, 1957 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, December 19, 1957, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, C. M. Preslar, W. F. Algary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A communication was received from White Transportation Company requesting a temporary bus service reduction to offset financial losses.

The City Manager recommended that this request for hourly bus service on certain routes after 7 o'clock P. M. on week days and after 1 o'clock P. M. on Sundays, and the use of nine-passenger limousines on the night service operation, effective January 1, 1958, be approved for a period of ninety days, with a report to be presented to the Council at the end of this period.

Councilman Algary moved that the recommendation of the City Manager be approved, which motion was seconded by Councilman Mulvaney and unanimously adopted.

The City Manager presented the audit of the City of Asheville for the period ending September 30, 1957.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, December 26, 1957 - 4:00 o'clock P. M.

Because of the lack of a quorum, no meeting of the City Council was held on the above date.

MAYOR

CITY CLERK

Thursday, January 2, 1958 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, January 2, 1958, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. F. Algary, J. W. McGary, C. M. Preslar, C. E. Morgan, F. M. Mulvaney, T. R. Sumner, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Councilman Preslar introduced a resolution authorizing the Mayor and City Clerk to execute contract between Carolina Power & Light Company and the City of Asheville, North Carolina, for electric street lighting service, which resolution was, upon motion of Councilman Preslar, seconded by Councilman Sumner, unanimously adopted.

RESOLUTION

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE CONTRACT BETWEEN CAROLINA POWER & LIGHT COMPANY AND THE CITY OF ASHEVILLE, NORTH CAROLINA, FOR ELECTRIC STREET LIGHTING SERVICE

WHEREAS, the Mayor presented to the Board for consideration and action a proposed written

contract with Carolina Power & Light Company for electric street lighting service to the City of Asheville, North Carolina, and said proposed contract was read and discussed; and

WHEREAS, Councilman Preslar introduced the following written resolution, and moved its adoption:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNCILMEN OF THE CITY OF ASHEVILLE, NORTH CAROLINA:

That the Mayor and City Clerk be, and they are hereby authorized, empowered and directed, in the name of and for and in behalf of the City of Asheville, N. C., to execute and deliver that certain written contract with Carolina Power & Light Company for electric street lighting service to the City of Asheville, N. C., which contract is dated January 2, 1958, and provides for the beginning of service on the first day of May, 1958, and, in event of notice, ending on the first day of May, 1968, to which contract is attached the Company's schedule of rates and service regulations covering such service, which contract has been approved as to form by the Corporation Counsel and read and considered at this meeting.

I move the adoption of the foregoing resolution.

C. M. Preslar
COUNCILMAN

SECONDED BY: T. R. Sumner
COUNCILMAN

A vote was taken on the resolution and the Mayor announced that the resolution had been duly adopted, there being 7 votes in favor thereof and no votes against it, this the 2nd day of January, 1958.

APPROVED AS TO FORM:

Robt. W. Wells
CORPORATION COUNSEL

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

APPLICATION FOR STREET LIGHTING SERVICE
Form No. 1

Date January 2, 1958

Location ASHEVILLE, NORTH CAROLINA. (City or Town and State)

The undersigned, herein called "Customer" hereby applies to Carolina Power & Light Company herein called "Company" for street lighting service under its applicable Schedule No. SL-1A and its Street Lighting Service Regulations, a copy of each being hereto attached and made a part hereof. The said service is for the lighting units located within or near Asheville, North Carolina, and described on Exhibit(s) Nos. 1 & 2, and Rider No. 12 attached hereto as a part hereof.

It is understood that Company's acceptance of this Application will be evidenced only by the signature of its authorized representative in the space provided therefor below and when so accepted it shall constitute an Agreement as of the date hereof for the service requested to begin on 1st day of May, 1958, and continuing until the 1st day of May, 1968, and shall automatically extend (a) for a successive additional period of ten (10) years, and (b) for additional successive like periods of extension by the continued receipt and use of street lighting service, provided that either party may terminate this Agreement at the end of the original period or at the end of any extended period, by giving not less than six months' previous notice in writing to the other party of the intention to terminate same. If accepted, this Application shall constitute the only Agreement between the parties concerning the supplying of street lighting service at the location set forth herein for street lighting service. The two paragraphs appearing on the attached sheet marked "Form No. 1, Page 2", are, and shall be considered a part of this Application.

The applicable Schedules and Service Regulations hereto attached as a part of this Service Agreement are subject to change, revision, alterations or substitution either in whole or in part, made at any time or from time to time by the order or approval of the State regulatory commission having jurisdiction, and any such change, revision, alteration, or substitution shall immediately become effective as a part of this Agreement.

In the event Customer defaults in the payment of bills for service and by reason thereof the illumination furnished hereunder is discontinued, such discontinuance of illumination shall not be a abrogation of this Agreement, and Customer shall not be relieved of the obligation to pay the facility charges hereunder.

IN TESTIMONY WHEREOF, Customer, pursuant to a resolution passed by its Board of Councilmen, at a regular meeting held on the City Hall, on the 2 day of January, 1958, has caused this Application to be signed in its corporate name, by its Mayor and its corporate seal to be hereto affixed and attested by its Clerk.

CITY OF ASHEVILLE

Attest:

By E. W. Eller Mayor
(Title)

By Margaret Simmons Clerk
(Title)

Approved as to Form:

Robt. W. Wells
Corporation Counsel

Accepted: _____ day of _____, 19___

CAROLINA POWER & LIGHT COMPANY

By _____ General Sales Mgr.
Authorized Representative (Title)

FORM NO. 1, PAGE 2

It is understood and agreed that the certain letter agreement between Company and Customer dated April 16, 1930, relating to existing underground street lighting installations in certain sections of the City of Asheville, a copy of which is attached hereto, shall be and remain in full force and effect.

The electric street lighting service contract between the parties hereto, bearing date of January 18, 1951, will terminate and be superseded by this contract when this instrument with Exhibits attached becomes a binding and enforceable contract between the parties, and service is begun hereunder under the terms hereof.

Complete copy of resolution will also be found in Resolution Book #3 at page 420.

Councilman Mulvaney introduced a resolution appointing two members of Board of "The Trustees of Asheville-Biltmore College", which was, upon motion of Councilman Mulvaney, seconded by Councilman Morgan, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 421.

Councilman [illegible] stated that since the Council meeting of December 12th he had read in the local press an item again referring to an appropriation by the City of Asheville and County of Buncombe to the capital improvement fund of Asheville-Biltmore College, and that he took exception to this item. Councilman Sumner further suggested that the Municipal Golf Course and Recreation Park be donated to Asheville-Biltmore College in lieu of an appropriation.

The City Manager advised that under the 1957 law relating to community colleges the operation of Asheville-Biltmore College will be a county function, and suggested that the matter of location of the college and credit for assets is a matter for the newly organized Board of Trustees to consider.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, January 9, 1958 - 4:30 P. M.

The City Council met in regular session Thursday, January 9, 1958, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. M. Preslar, F. M. Mulvaney, W. F. Algary, J. W. McRary, C. E. Morgan, T. B. Sumner, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A communication was received from the Urban Renewal Commission reporting its progress over the past three years and recommending:

(a) Official, immediate organization of City-County Planning Board.
(b) Appointment of a permanent planning director with necessary assistance.
(c) Bringing up to date of certain codes and ordinances.
(d) Preparation of General Community Plans.
(e) Request to H.H.F.A. for planning grants.

and requesting the City Council to dissolve the commission on grounds that there will be no further use for its services when a projected City-County Planning Board is set up.

The Mayor and City Manager commended the Commission for the work accomplished, and Councilman Preslar moved that the Council officially express appreciation to Mr. Booth and the members of his Commission for work accomplished, and request them to remain as an entity until such time as a City-County Board is activated to work out whatever steps are necessary to implement work already done, which motion was seconded by Councilman Morgan and unanimously adopted.

The City Manager presented a statement showing the budget position of the city for the period ending December 31, 1957.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, January 16, 1958 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, January 16, 1958, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, C. E. Morgan, T. B. Sumner, C. M. Preslar, J. W. McRary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Councilman Morgan introduced a resolution appointing two members of Advisory Board as created under Ordinance #310, which was, upon motion of Councilman Morgan, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 422.

The City Manager called the attention of the Council to the recent decision of the Supreme

Court of North Carolina upholding the constitutionality of the Sullivan Act, and the effect of the decision upon the operating budget of the City of Asheville. The City Manager recommended the passage of an ordinance increasing water rates in an amount to balance the budget for this year, and provide for future improvements in the water system.

Following a discussion, Councilman Sumner introduced Ordinance No. 404, being "AN ORDINANCE PROVIDING FOR WATER RATES AND CHARGES", which was, upon motion of Councilman Sumner, seconded by Councilman Preslar, and after having been read in full, unanimously passed on its first reading with the following vote:

Councilman McRary voted "aye"
Councilman Mulvaney voted "aye"
Councilman Preslar voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

The City Manager presented to the Council the Annual Report of the Police Department for the period ending December 31, 1957.

Councilman Sumner discussed the proposed elimination of through passenger service between Asheville and Jacksonville, Florida by Southern Railway and moved that the Mayor be instructed to write to the Commission which is to hold a hearing on this matter and protest the removal of this service, which motion was seconded by Councilman Morgan, and adopted. Councilman Mulvaney not voting.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, January 23, 1958 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, January 23, 1958, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. M. Preslar, J. W. McRary, F. M. Mulvaney, T. B. Sumner, and Director of Public Safety Carl B. Hyatt, Jr.

The minutes of the previous meeting were read and approved.

Ordinance No. 404, being "AN ORDINANCE PROVIDING FOR WATER RATES AND CHARGES", was, upon motion of Councilman Sumner, seconded by Councilman Preslar, unanimously passed on its second reading with the following vote:

Councilman McRary voted "aye"
Councilman Mulvaney voted "aye"
Councilman Preslar voted "aye"
Councilman Sumner voted "aye"
Mayor Eller voted "aye"

Upon motion of Councilman Mulvaney, seconded by Councilman Sumner, the Charter requirement that the above mentioned Ordinance #404 be read on three separate days was dispensed with by a unanimous vote.

Ordinance No. 404, being "AN ORDINANCE PROVIDING FOR WATER RATES AND CHARGES", was, upon motion of Councilman Sumner, seconded by Councilman Preslar, unanimously passed on its third and final reading with the following vote:

Councilman McRary voted "aye"
Councilman Mulvaney voted "aye"
Councilman Preslar voted "aye"
Councilman Sumner voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 404

AN ORDINANCE PROVIDING FOR WATER RATES AND CHARGES

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That on and after the 7th day of Feb., 1958 water rates and charges for use from the municipal water supply for consumers within the corporate limits of the City of Asheville shall be:

Minimum rate, per month $1.85 allowing 2,250 gallons.
Next 27,750 gallons or fraction thereof used per month, $.74 per 1000 gallons.
Next 170,000 gallons or fraction thereof used per month, $.54 per 1000 gallons.
Next 300,000 gallons or fraction thereof used per month, $.37 per 1000 gallons.
Next 2,500,000 gallons or fraction thereof used per month, $.18 per 1000 gallons.

One Cubic Foot Equals 7½ Gallons.

Water shall not be furnished in excess of 3,000,000 gallons per month to any single consumer, except on such metered rates and upon such terms and conditions as may be approved in each case by the City Council, and such rates in each of such cases under this section shall not differ for those provided for any single consumer in excess of 3,000,000 gallons per month in Section 3 of this ordinance.

Section 2. That on and after the 7th day of Feb., 1958 water rates and charges for use of surplus water where the service is available from the municipal water supply for consumers outside the corporate limits of the City of Asheville whose property is not connected with the main of any water district which has paid or issued bonds for the payment of the expense of laying such main shall be:

Minimum rate, per month $2.77 allowing 2,250 gallons.
Next 27,750 gallons or fraction thereof used per month, $1.12 per 1000 gallons.
Next 170,000 gallons or fraction thereof used per month, $.81 per 1000 gallons.
Next 300,000 gallons or fraction thereof used per month, $.56 per 1000 gallons.
Next 2,500,000 gallons or fraction thereof used per month, $.27 per 1000 gallons.

One Cubic Foot Equals 7½ Gallons.

Water shall not be furnished in excess of 3,000,000 gallons per month to any single consumer, except at such metered rates and upon such terms and conditions as may be approved in each case by the City Council.

Section 3. That on and after the 7th day of Feb., 1958 water rates and charges for use of surplus water where the service is available from the municipal water supply for consumers outside the corporate limits of the City of Asheville who are residents of Buncombe County, whose property is now connected or may hereafter be connected with the main of any water district which has paid or issued bonds for the payment of the expense of laying such main shall be:

Minimum rate, per month $1.85 allowing 2,250 gallons.
Next 27,750 gallons or fraction thereof used per month, $.74 per 1000 gallons.
Next 170,000 gallons or fraction thereof used per month, $.54 per 1000 gallons.
Next 300,000 gallons or fraction thereof used per month, $.37 per 1000 gallons.
Next 2,500,000 gallons or fraction thereof used per month, $.18 per 1000 gallons.

One Cubic Foot Equals 7½ Gallons.

Water shall not be furnished in excess of 3,000,000 gallons per month to any single consumer, except at such metered rates and upon such terms and conditions as may be approved in each case by the City Council, and such rates in each of such cases under this section shall not differ for those provided for any single consumer in excess of 3,000,000 gallons per month in Section 1 of this ordinance.

Section 4. That the rates and charges for rent on meters owned by the City of Asheville connected with the municipal water supply shall be:

5/8"	.10¢ per month	3"	$1.25 per month
3/4"	.12¢ per month	4"	$2.00 per month
1 "	.18¢ per month	6"	$4.50 per month
1 ½"	.50¢ per month	8"	$6.50 per month
2 "	.65¢ per month	12" Crest Meter	$7.00 per month

Section 5. That if any section, sub-section, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof. The Council of the City of Asheville hereby declares that it would have passed this ordinance and each section, sub-section, sentence, clause, phrase or portion of this ordinance irrespective to the fact that any one or more sections, sub-sections, sentences, phrases or portions be declared invalid.

Section 6. That all ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 7. That this ordinance shall be in full force and effect on and after the 7th day of Feb., 1958.

I move the adoption of the foregoing ordinance, this 16 day of January, 1958.

T. B. Sumner
COUNCILMAN

SECONDED BY: C. M. Preslar
COUNCILMAN

Read, approved and adopted, this 23 day of January, 1958.

E. W. Eller
MAYOR

APPROVED AS TO FORM:

Robt. W. Wells
CORPORATION COUNSEL

Margaret Simmons
CITY CLERK

Mr. Hyatt advised the Council that the new police radio and Identification Bureau had been set up and were in successful operation.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, January 30, 1958 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, January 30, 1958, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen T. B. Sumner, W. F. Algary, J. W. McRary, T. B. Sumner, City Manager Weldon Weir.

The minutes of the previous meeting were read and approved.

Councilman McRary introduced a resolution appointing another Bond Registrar under the provisions of City Council resolution entitled "Resolution Providing for the Issuance of $1,100,000 Airport Bonds", which was upon motion of Councilman McRary, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 423.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, February 6, 1958 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, February 6, 1958, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen J. W. McRary, C. F. Morgan, T. B. Sumner, F. M. Mulvaney, C. M. Preslar, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Councilman Morgan introduced a resolution approving application of public institution for use of water in excess of three million gallons per month, and establishing rate therefor pursuant to Ordinance #404, which was, upon motion of Councilman Morgan, seconded by Councilman Preslar, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 424.

The City Manager presented the audit for the City of Asheville Board of Alcoholic Control for the period ending December 31, 1957.

The City Manager presented the statement showing the budget position of the city for the period ending January 31, 1958.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, February 13, 1958 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, February 13, 1958, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. F. Morgan, W. F. Algary, J. W. McRary, T. B. Sumner, C. M. Preslar, F. M. Mulvaney, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Councilman Morgan introduced a resolution electing members of the Planning and Zoning Commission for the City of Asheville, which was, upon motion of Councilman Morgan, seconded by Councilman Sumner, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 425.

Councilman Mulvaney introduced a resolution authorizing execution of agreement between City of Asheville and County of Buncombe for the creation of a joint planning Board, and making members of City Planning Commission ex officio members of said Planning Board, which was, upon motion of Councilman Mulvaney, seconded by Councilman Algary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 426.

AGREEMENT BETWEEN CITY OF ASHEVILLE AND COUNTY OF BUNCOMBE FOR THE CREATION OF A JOINT PLANNING BOARD

THIS AGREEMENT entered into between the City of Asheville and the County of Buncombe on this the 17th day of February, 1958:

WITNESSETH:

That for and in consideration of the covenants herein set out and in consideration of the public needs and benefits accruing to the public welfare and to the City and County and pursuant to Sections 153-9(40) and 160-22 of the General Statutes of North Carolina, the parties hereto do mutually agree as follows:

1. That a joint planning Board is hereby created for the City of Asheville and the County of Buncombe to be known as the "THE METROPOLITAN PLANNING BOARD" (hereinafter called the "Board".)

2. That the territorial jurisdiction of the said Board shall comprise all of the City of Asheville and the County of Buncombe, but shall not include any other incorporated City or Town.

3. The Board shall consist of five members to be appointed by the County and five members to be appointed by the City.

4. That the five members of the City Planning Commission created by the City Charter shall become ex officio members of the Board with voting power.

5. That the members of said Board to be appointed by the County shall be R. P. Booth, Moore Bryson, Ruben Dailey, Hubert L. Kanipe, and Charles W. Dermid.

6. That said Board shall meet as soon as practicable after their appointment, take the oath of office and appoint one of its members as chairman and shall appoint a secretary who need not be a member of the Board, if the Board so determines.

7. The Board shall be vested with the powers prescribed by the General laws of North Carolina relating to County and City planning except as may be limited herein.

8. The Board is created primarily, and its functions are limited to performing such acts and doing such things as are necessary to obtain fifty per cent grants from the Federal Government to aid in the cost of planning under Section 701 of Title /II of the Housing Act of 1954 and also to making such planning recommendations as are necessary and required by the Federal Government to obtain loans and grants in aid or urban redevelopment or urban renewal projects.

9. The Board is authorized to make application and enter into contracts with the Federal Government for grants for planning and meet the requirements imposed upon such grants by the Government.

10. The Board is authorized to employ expert technicians and other agents to aid it in performing the duties imposed under this Agreement, but no financial commitment shall be made except upon the approval of the City and County and then only upon appropriations authorized by the City or County.

11. That no plans, maps, recommendations or other matters recommended by the Board shall be effective until approved and accepted by both the City and County.

12. It is agreed that the appointment of the members of the City Planning Commission to ex officio membership on the Board shall in no wise affect the legal status of the City Planning Commission, such powers being supplemental to its present powers and not in substitution thereof.

13. That the planning authorized by this agreement shall not include any project or projects which are of peculiar interest to the City and which have no relation to the obtaining of grants and loans from the Federal Government, nor shall it include detailed zonings. These powers are retained by the Planning Commission set up under the charter of the City of Asheville.

14. The Board in performing its functions under this Agreement shall do so, so far as practicable, so as to conform with the workable plan heretofore approved by the Administrator of the Housing and Home Finance Agency and also in conformity with the program made or to be made by any Urban Renewal Commission or Urban Redevelopment Authority heretofore or hereafter appointed by the City of Asheville.

15. This Agreement shall become effective when duly executed by the parties hereto.

IN WITNESS WHEREOF the City of Asheville has caused this instrument to be executed by its Mayor and attested by its Clerk with the corporate seal thereto affixed, and the County of Buncombe has caused this instrument to be executed by the Chairman of the Board of County Commissioners and attested by its Clerk and its corporate seal attached.

This Agreement is executed in duplicate.

This the 17th day of February, 1958.

ATTEST:

Margaret Simmons
City Clerk
(Seal)

CITY OF ASHEVILLE

By E. W. Eller
Mayor

ATTEST:

Clerk

COUNTY OF BUNCOMBE

By
Chairman of the Board of Commissioners

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, February 20, 1958 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, February 20, 1958, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. F. Algary, J. W. McRary, T. B. Sumner, F. M. Mulvaney, C. E. Morgan, C. M. Preslar, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Councilman Preslar introduced a resolution closing as public streets Atkinson, High, Gardner, View and Athens Streets and Hazel Avenue, and any other streets lying within the plat of Housing Project Plat Book 28, page 106, which was, upon motion of Councilman Preslar, seconded by Councilman Sumner, unanimously adopted.

Complete copy of said resolution will be found in Resolution Book #3 at page 427.

Councilman Mulvaney introduced a resolution abandoning water and sewer easement, and authorizing Mayor to execute quit-claim therefor to Housing Authority of the City of Asheville, which was, upon motion of Councilman Mulvaney, seconded by Councilman Algary, unanimously adopted.

Complete copy of said resolution will be found in Resolution Book #3 at page 428.

The City Manager presented the annual report of the Fire Department for the period ending December 31, 1957.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, February 27, 1958 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, February 27, 1958, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. M. Preslar, F. M. Mulvaney, T. B. Sumner, W. F. Algary, C. E. Morgan, J. W. McRary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and aproved.

Councilman Mulvaney introduced a resolution abandoning water and sewer easement, and authorizing Mayor to execute quit-claim therefor to Housing Authority of the City of Asheville, which was, upon motion of Councilman Mulvaney, seconded by Councilman Algary, unanimously adopted.

Complete copy of said resolution will be found in Resolution Book #3 at page 429.

Councilman Sumner introduced a resolution disclaiming any rights to portion of alley south of Bryson Street, which was, upon motion of Councilman Sumner, seconded by Councilman Preslar, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 430.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, March 6, 1958 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, March 6, 1958, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen T. B. Sumner, W. F. Algary, J. W. McRary, C. E. Morgan, F. M. Mulvaney, C. M. Preslar, and City Manager Weldon Weir.

The minutes of the previous meeting were read and approved.

A claim for damages for personal injuries in the amount of $6,000.00 was presented on behalf of Miss Sadie Mae Davis, which was referred to the Corporation Counsel for investigation.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE

NOTICE

To the Honorable Mayor and Council of the City of Asheville, N. C.

You will please take notice that the undersigned, Miss Sadie Mae Davis, of 890 Center Street, Biltmore Section, City of Asheville, Buncombe County, State of North Carolina, by and through Sanford W. Brown, her attorney, pursuant to Article 13, Section 149 (1945) of the City Charter of the City of Asheville, hereby claims and demands damages of the City of Asheville, as the result of personal injuries sustained by her on the 19th day of February,

1958, at about 3:40 o'clock P. M., on a public sidewalk in the City of Asheville, as follows:

From falling heavily and with great force on the hard paved surface of the highly traveled public sidewalk directly in front of the Old J. C. Penny Building on Haywood Street from which the claimant sustained the following stated injuries;

Multiple fracture to her left arm, near the elbow, and wrenching, spraining, bruising and injuring other parts of her body, all to her great pain and suffering in both mind and body and disability therefrom.

The dangerous condition which was the cause of the above designated injuries to the claimant resulted from the negligence of the City of Asheville in permitting the said sidewalk to be covered by ice in spots several days after a heavy snow had fallen in the City of Asheville and the failure of the City of Asheville to remove said snow or to cause said snow to be removed from it's said public sidewalk and by allowing said snow to remain on said sidewalk and to melt and the water produced therefrom to freeze and to form a sheet of ice thereon that was not readily observable to those persons using said sidewalk, including the claimant, and to remain thereon after the City of Asheville had knowledge, or by the exercise of reasonable care would have known, of said extremely hazardous and dangerous condition created for pedestrians on said sidewalk. That as a direct and proximate result of said negligence of the City of Asheville, the claimant has been greatly injured and damaged in that she has been caused to sustain temporarily total and partially permanent disabling injuries therefrom which have rendered her bedridden, and maimed her for life, and have caused and are causing her to incur great expense for medical care, hospitalization, medicines and nurses care, great inconvenience, pain and suffering, and loss of earning power, in the sum of $6,000.00.

The undersigned claimant respectfully presents her claim for said amount through her counsel, and respectfully requests payment of same.

Sadie M. Davis
Claimant

Sanford W. Brown
Attorney for Claimant

The City Manager presented the statement showing the budget position of the City for the period ending February 28, 1958.

The Council discussed the damages to city streets caused by severe winter weather, and the possibility of securing aid from the State Highway Commission in making repairs.

The City Manager stated he would investigate this matter.

The City Council reaffirmed its earlier opposition to charging of tolls on the Blue Ridge Parkway, and, upon motion of Councilman Morgan, seconded by Councilman Algary, the City Clerk was instructed to communicate this stand to the Department of the Interior, the National Park Service, and members of the North Carolina congressional delegation.

Ruben J. Dailey, presented a petition in behalf of residents of South French Broad Avenue alleging that Joseph Wilkins is conducting an undertaking business at 159 S. French Broad Avenue in violation of provisions of the city zoning ordinance, and requesting that Wilkins be required to suspend undertaking operations at this address.

The City Manager said he would make an investigation of this matter.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, March 13, 1958 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, March 13, 1958 at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, C. E. Morgan, T. B. Sumner, J. W. McRary, W. F. Algary, C. M. Preslar, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Communications were received from members of the North Carolina congressional delegation pledging their support in opposition to charging of tolls on the Blue Ridge Parkway.

Councilman Morgan introduced a resolution approving applications of purchasers of city water for

resale using in excess of three million gallons per month, and establishing rate therefor pursuant to Ordinance #404, which was, upon motion of Councilman Morgan, seconded by Councilman Algary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3, page 431.

[illegible] Company and American Yarn Corporation)

Councilman Preslar introduced a resolution approving applications of industrial textile manufacturers for use of water in excess of three million gallons per month, and establishing rate therefor pursuant to Ordinance #404, which was, upon motion of Councilman Preslar, seconded by Councilman Sumner, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3, page 432.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, March 20, 1958 - 4:00 o'clock P. M.

Because of the lack of a quorum, no meeting of the City Council was held on the above date.

MAYOR

CITY CLERK

Thursday, March 27, 1958 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, March 27, 1958 at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen J. W. McRary, F. M. Mulvaney, W. F. Algary, C. M. Preslar, T. B. Sumner, C. E. Morgan, City Manager Weldon Weir and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

[illegible] - AMENDMENT [illegible] ("SKY HARBOR" - [illegible]te Street, Amboy Road and [illegible]higan Avenue)

A communication was received from Scott Dillingham requesting that the property known as "Sky Harbor", Ward 5, Sheet 8, West Asheville, bounded by State Street, Amboy Road and Short Michigan Avenue be rezoned from "RA-5" to "Neighborhood Trading Area".

This request was referred to the Planning and Zoning Commission for study and recommendation.

[illegible] PARKWAY - [illegible] FREE FROM TOLLS AND FEES

Councilman Morgan introduced a resolution relating to keeping Blue Ridge Parkway free from tolls and permit fees, and in order to permanently settle the matter Congress should enact such a law, which was, upon motion of Councilman Morgan, seconded by Councilman Algary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3, page 433.

STATE OF NORTH CAROLINA - LEASE FOR SPACE IN CITY BUILDING

Councilman Mulvaney introduced a resolution authorizing Mayor to execute lease with State of North Carolina for space in City Building, which was, upon motion of Councilman Mulvaney, seconded by Councilman Sumner, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3, page 434.

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

THIS LEASE, made and entered into this 26th day of February, 1958 by and between the CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, hereinafter called the Lessor, and STATE OF NORTH CAROLINA, hereinafter called Lessee;

WITNESSETH:

The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee the following described premises, viz: Room 511, containing 524 square feet of floor space, in the building known as the City Hall Building, Asheville, North Carolina.

2. To have and to hold the said premises with their appurtenances for the term of six months beginning January 1, 1958 and ending June 30, 1958.

3. The Lessee shall pay the Lessor rent at the rate of Two Dollars and 25/100 ($2.25) per square foot per year, payable in equal monthly installments of $98.25 each in advance on the first day of each month beginning on the 1st day of January, 1958 and continuing for the period of this lease.

4. The Lessee shall not assign this lease not sub-let the premises or any part thereof without the prior written consent of the Lessor.

5. The Lessee will not make any alterations in or additions to the premises without the written consent of the Lessor, and shall return said premises at the termination of the term of this lease in as good condition as they were at the beginning, damages by the elements, fire, or other unavoidable casualty, and reasonable wear and tear excepted.

6. The Lessor shall furnish to the Lessee standard janitor service, elevator service, heat, water and lights during the term of this lease when necessary, but the Lessor shall not be liable for any failure thereof unless due to gross negligence.

7. The Lessor shall maintain said premises in good repaid and tenantable condition during the period of this lease, except in case of damage arising by occasion of the negligence of Lessee, his agents, guests, or employees.

8. That if the demised premises shall be damaged by fire or other casualty without the fault or ngeligence of the Lessee the same shall be repaired at the expense of the Lessor as speedily as possible, but if the demised premises shall be rendered untenantable by such casualty without such fault or negligence the rent shall cease until the same shall be repaired as aforesaid. But in event of total destruction of said leased premises the Lessor may at its option within thirty days from such destruction decline to rebuild said building or said leased premises, whereupon said lease shall immediately become and be void and of no effect, and all rights of the parties hereto shall cease.

9. All alterations, partitions, additions, fixtures or other improvements made by either of the parties hereto upon the premises, except movable furniture and other office equipment put in at the expense of the Lessee, shall be the property of the Lessor and shall remain upon and be surrendered with the premises at the termination of this lease.

10. It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent for any part thereof as herein specified, or if, without the consent of the Lessor the Lessee shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Lessee to be kept performed, or if the Lessee shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments applicable to said premises, or if the Lessee shall file a petition in bankruptcy or be adjudged a bankrupt or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Lessor may, if it so elect, at any time thereafter terminate this lease and the term thereof, by giving to the Lessee five days' notice in writing of its intention so to do, and upon the giving of such notice, this leaseand the term thereof shall terminate, expire and come to an end on the date fixed in such notice as if said notice were the date originally fixed in this lease for the termination or expiration thereof. Such notice may be given by mail to the Lessee addressed to the demised premises.

IN TESTIMONY WHEREOF, the said Lessor has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be hereunto affixed; and the Lessee has caused these presents to be signed by its duly authorized agent; this contract being executed in duplicate originals, one of which is retained by each of the parties.

ATTEST:

Margaret Simmons
City Clerk

CITY OF ASHEVILLE

BY E. W. Eller
MAYOR

ATTEST:

Thad Eure
SECRETARY OF STATE

STATE OF NORTH CAROLINA

BY Luther H. Hodges
GOVERNOR

North Carolina
Buncombe County

I _____, a Notary Public in and for said County and State, do hereby certify that on this ____ day of _____, 1958 personally came before me E. W. ELLER, Mayor of the City of Asheville, and Margaret Simmons, City Clerk of the City of Asheville, who being by me duly sworn, says each for himself, that he knows the Corporate Seal of the City of Asheville, and that the seal affixed to the foregoing instrument is the Corporate Seal of said City of Asheville, and that the name of the City of Asheville was subscribed thereto by E. W. ELLER, Mayor of said City, and that said E. W. ELLER as Mayor and that Margaret Simmons as City Clerk, subscribed there names thereto; that the Corporate Seal of the City of Asheville was affixed thereto by virtue of a resolution of the City Council and the said instrument is the act and deed of the City of Asheville.

In Witness Whereof, I have hereunto set my hand and Notarial Seal, this ____ day of _____, 1958.

My com. expires:

Notary Public

NORTH CAROLINA
WAKE COUNTY

I, Claire Eastman Nickels, a Notary Public in and for said County and State, do hereby certify that on this 26th day of February, 1958, personally came before me LUTHER M. HODGES, Governot of the State of North Carolina, and THAD EURE, Secretary of State of North Carolina, who, being by me duly sworn, says each for himself, that he knows the Great Seal of the State of North Carolina, and that the seal affixed to the foregoing instrument is the Great Seal of the State, and that the name of the State of North Carolina was subscribed thereto by Luther M. Hodges, Governor of said State, and that said Luther M. Hodges as Governor of said State, and said Thad Eure as Secretary of State, subscribed their names thereto; that the said Great Seal of the State of North Carolina was affixed thereto by virtue of a resolution of the Council of State and by the Governor of said State, and the said instrument is the act and deed of the State of North Carolina.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal of this the 26th day of February, 1958.

My commission expires:
1-8-59

Claire Eastman Nickels
Notary Public

APPROVED AS TO FORM

This 14th day of February, 1958.

T. W. Brutoss
Asst. Atty. General

Approved for Acquisition:

Director of Administration

There being no further business the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, April 3, 1958 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, April 3, 1958, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, T. B. Sumner, C. M. Preslar, W. F. Algary, C. E. Morgan, J. W. McRary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

[illegible]

A communication was received from the Planning and Zoning Commission recommending that action be postponed on the request of Mr. Scott Dillingham to rezone the subdivision known as "Sky Harbor", Ward 5, Sheet 8, from RA-5 to Neighborhood Trading Area, which recommendation was accepted by the Council.

April 3, 1958

Honorable Mayor
Members of City Council
City of Asheville
Asheville, N. C.

Gentlemen:

At the regular meeting of the City of Asheville Planning and Zoning Commission held today the following motion was made concerning the request of Mr. Scott Dillingham to rezone subdivision known as "Sky Harbor", Ward 5, Sheet 8, from RA-5 to Neighborhood Trading Area:

That the Planning and Zoning Commission recommend to the City Council that action on the request of Mr. Scott Dillingham by the Planning and Zoning Commission be postponed in view of the fact that the Metropolitan Planning Commission, of which the members of the Planning and Zoning Commission of the City of Asheville are members, will in the very near future undertake a study of an over-all plan for the community. The proposal of Mr. Dillingham is of such magnitude that it is our opinion that it should be studied by the Metropolitan Planning Commission together with its other considerations for the benefit of the community.

Very truly yours,

S/ Anthony Redmond
Anthony Redmond,
Secretary

ls

[illegible]

The City Manager presented the audit report for the City of Asheville for the period ending December 31, 1957.

[illegible]

The City Manager presented the statement showing the budget position of the City of Asheville for the period ending March 31, 1958.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, April 10, 1958 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, April 10, 1958, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. F. Algary, T. B. Sumner, F. M. Mulvaney, C. M. Preslar, J. W. McRary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

[illegible] - GRANT AGREEMENT
[illegible] ADMINISTRATOR OF CIVIL
[illegible] NAUTICS, $250,000

The following Resolution was introduced by Councilman W. F. Algary, seconded by Councilman C. M. Preslar, read in full, considered, and unanimously adopted:

Resolution accepting the Grant Offer dated April 4, 1958 made by the Administrator of Civil Aeronautics on behalf of the United States of America to the City of Asheville in the sum of not to exceed $250,000, as an aid in the development of the Asheville Airport.

BE IT RESOLVED BY THE CITY COUNCIL OF THE City of Asheville

Section 1. That the City of Asheville hereby accepts, on its own behalf, the offer of a grant of funds made by the Administrator of Civil Aeronautics on behalf of the United States of America dated April 4, 1958 to the City of Asheville in the sum, for the purposes and subject to the conditions set forth below.

Section 2. That E. W. Eller the Mayor is hereby authorized and directed to execute the acceptance of the Grant Offer in sextuplicate on behalf of the City of Asheville and Margaret Simmons the City Clerk is hereby authorized and directed to impress the official seal of the City of Asheville and to attest said execution.

Section 3. That the Grant Offer referred to herein above is as follows and when accepted shall constitute the Grant Agreement:

DEPARTMENT OF COMMERCE
CIVIL AERONAUTICS ADMINISTRATION
Washington 25

Contract No. C2ea-5509-A

GRANT AGREEMENT

Part I - Offer

Date of Offer Apr 4 1958
Asheville Airport
Project No. 9-31-024-5801

TO: The City of Asheville, North Carolina
(herein referred to as the "Sponsor")

FROM: The United States of America (acting through the Administrator of Civil Aeronautics, herein referred to as the "Administrator")

WHEREAS, the Sponsor has submitted to the Administrator a Project Application dated January 28, 1958 for a grant of Federal funds for a project for development of the Asheville Airport (herein called the "Airport"), together with plans and specifications for such project, which Project Application, as approved by the Administrator, is hereby incorporated herein and made a part hereof; and

WHEREAS, the Administrator has approved a project for development of the Airport (herein called the "Project") consisting of the following described airport development:

Acquire land (Tracts No. 1 through 16 and Tracts No. 19 through 24).

all as more particularly described in the property map and plans and specifications incorporated in the said Project Application;

NOW THEREFORE, pursuant to and for the purposes of carrying out the provisions of the Federal Airport Act (60 Stat. 170; Pub. Law 377, 79th Congress), and in consideration of (a) the Sponsor's adoption and ratification of the representations and assurances contained in said Project Application, and its acceptance of this Offer as hereinafter provided, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and the operation and maintenance of the Airport, as herein provided, THE ADMINISTRATOR, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES TO PAY, as the United States' share of costs incurred in accomplishing the project, 50 percentum of all allowable project costs, subject to the following terms and conditions:

1. The maximum obligation of the United States payable under this Offer shall be $250,000.00

2. The Sponsor shall

   (a) begin accomplishment of the Project within a reasonable time after acceptance of this Offer, and

   (b) carry out and complete the Project in accordance with the terms of this Offer, and the Federal Airport Act and the Regulations promulgated thereunder by the Administrator in effect on the date of this Offer, which Act and Regulations are incorporated herein and made a part hereof, and

   (c) carry out and complete the Project in accordance with the plans and specifications and property map incorporated herein as they may be revised or modified with the approval of the Administrator or his duly authorized representatives.

3. The Sponsor shall operate and maintain the Airport as provided in the Project Application incorporated herein.

4. The Administrator having determined that no space in airport buildings will be required by any civil agency of the United States for the purposes set forth in paragraph 9 of Part III of the Project Application, the provisions of the said paragraph shall be deemed to be of no force or effect.

5. Any misrepresentation or omission of a material fact by the Sponsor concerning the Project or the Sponsor's authority or ability to carry out the obligations assumed by the Sponsor in accepting this Offer shall terminate the obligation of the United States, and it is understood and agreed by the Sponsor in accepting this Offer that if a material fact has been misrepresented or omitted by the Sponsor, the Administrator on behalf of the United States may recover all grant payments made.

6. The Administrator reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.

7. This Offer shall expire and the United States shall not be obligated to pay any of the allowable costs of the Project unless this Offer has been accepted by the Sponsor within 60 days from the above date of Offer or such longer time as may be prescribed by the Administrator in writing.

8(a) It is understood and agreed that with respect to the acquisition of land, as referenced in Paragraph 13(a) of the Project Application and as shown on map Exhibit "A", that with respect to Parcels No. 17 and 18, the acquisition of these tracts shall be deleted as an obligation of the Sponsor under this project. Land to be acquired under this project shall be Tracts No. 1 through 16 and Tracts No. 19 through 24, all as shown on Map Exhibit "A".

8(b) It is mutually understood and agreed that the United States will not make final payment of the allowable costs of this project until the Sponsor has submitted satisfactory evidence that the airport approach areas, as defined in Technical Standard Order N-18 and Office of Airports Drawing No. 814, both dated April 26, 1950, have been protected by the adoption of a zoning ordinance and regulations or by securing avigation easements or otherwise prohibiting the creation, establishment, erection or construction in such areas of airport hazards to the extent provided for in such Drawing or approved by the Administrator as sufficient in the case of this particular airport. It is further mutually understood and agreed that if the approach areas shall have been protected by the acquisition of avigation easements or other interests in land, the assumption of this obligation shall not operate to bar inclusion of such acquisition in a subsequent project.

8(c) It is understood and agreed that, with respect to each tract to be acquired under this project, no part of the Federal share of said tract shall be paid until the Sponsor has demonstrated good title to the said tract free and clear of all exceptions, encumbrances, or adverse interests which, in the opinion of the Administrator, would interfere with the use or operation of the airport.

8(d) The Sponsor will refund to the United States a sum equal to all grant payments made for land acquisition under the terms of this agreement, in the event a useful and usable airport facility is not completed under the Federal Airport Act or otherwise within five years from the date of this Grant Agreement; such facilities shall be "TRUNK SERVICE TYPE". Issues of facts as to compliance with the requirements with this paragraph shall be determined by the Administrator of Civil Aeronautics.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and said Offer and acceptance shall comprise a Grant Agreement, as provided by the Federal Airport Act, constituting the obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and the operation and maintenance of the Airport. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer and shall remain in full force and effect throughout the useful life of the facilities developed under the Project but in any event not to exceed twenty years from the date of said acceptance.

UNITED STATES OF AMERICA
THE ADMINISTRATOR OF CIVIL AERONAUTICS

By S/ L. C. Elliott
Regional Administrator, Region II

Part II - Acceptance

The City of Asheville, North Carolina does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept said Offer and by such acceptance agrees to all of the terms and conditions thereof.

Executed this 10 day of April, 1958.

CITY OF ASHEVILLE, NORTH CAROLINA
(Name of Sponsor)

(SEAL)

By S/ E. W. Eller

Attest: Margaret Simmons

Title Mayor

Title: City Clerk

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Robert W. Wells, acting as Attorney for City of Asheville, N. C., do hereby certify:

That I have examined the foregoing Grant Agreement and the proceedings taken by said City of Asheville relating thereto, and find that the Acceptance thereof by said City of Asheville has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the State of North Carolina, and further that, in my opinion, said Grant Agreement constitutes a legal and binding obligation of the City of Asheville in accordance with the terms thereof.

Dated at Asheville, N. C. this 10 day of April, 1958.

S/ Robt. W. Wells

Title Corporation Counsel

I move the adoption of the foregoing resolution.

S/ W. F. Algary
COUNCILMAN

SECONDED BY: S/ C. M. Preslar
COUNCILMAN

Read, approved and adopted, this 10th day of April, 1958.

S/ E. W. Eller
MAYOR

S/ Margaret Simmons
CITY CLERK

APPROVED AS TO FORM:

S/ Robt. W. Wells
CORPORATION COUNSEL

Complete copy of resolution will also be found in Resolution Book #3 at page 435.

Councilman Algary suggested that consideration be given to extending Roberts Street under Smoky Park Midway Bridge to connect with High Street.

The City Manager said he would study the proposal and develop facts to be reported to the Council.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, April 17, 1958 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, April 17, 1958, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen W. W. Algary, C. M. Preslar, J. W. McRary, T. B. Sumner, C. E. Morgan, F. M. Mulvaney, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Councilman Preslar introduced a resolution approving application of public institution or hospital for use of water in excess of three million gallons per month, and establishing rate therefor pursuant to Ordinance #404, which was, upon motion of Councilman Preslar, seconded by Councilman Sumner, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3, page 438.

A claim for damages to property in the amount of $1,000.00 was presented on behalf of W. B. McGehee. which was referred to the Corporation Counsel.

April 15, 1958

City Council
City of Asheville
Asheville, North Carolina

Attention: Mr. Weldon Weir

Gentlemen:

This letter is to officially file claim for damages to my property due to accident involving a truck owned by the city.

On January 20, 1958, a truck belonging to the City of Asheville was parked unattended on Cogswood Road. This truck rolled down the hill and overturned on my property causing considerable damage to my yard, house and automobile. A record of this accident is on file with the Police Department and Crawford Company, Adjusters for the city.

At this date I have been unable to claim a settlement for the damages through Crawford & Company and I am therefore submitting my claim for damages directly to the Council.

Damages to my property due to this accident is as follows:

1.	Damage to yard and plants	$ 120.00
2.	Damage to house, steps and patio	680.00
3.	Damage to automobile	200.00
	Total	$1000.00

My claim for damages are $1000.00 which I feel will repair all the damage I have suffered due to this accident.

Sincerely,

S/ William B. McGehee
W. B. McGehee

WBM/n

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, April 24, 1958 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, April 24, 1958, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. M. Preslar, C. E. Morgan, F. M. Mulvaney, J. W. McRary, W. W. Algary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Councilman Mulvaney introduced a resolution authorizing execution of amendment to agreement of "The Metropolitan Planning Board" which enlarges jurisdiction thereof to all of Buncombe County, which was, upon motion of Councilman Mulvaney, seconded by Councilman Preslar, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 439.

AGREEMENT BETWEEN CITY OF ASHEVILLE
AND COUNTY OF BUNCOMBE FOR AMENDMENT
TO AGREEMENT DATED FEBRUARY 17, 1958
CREATING A JOINT PLANNING BOARD BY
MAKING JURISDICTION THEREOF COUNTY-
WIDE

THIS AGREEMENT entered into between the City of Asheville and the County of Buncombe on this the 24 day of April, 1958.

WITNESSETH:

That for and in consideration of the covenants herein set out and in consideration of the public needs and benefits accruing to the public welfare and to the City and County and pursuant to Sections 153-9(40) and 160-22 of the General Statutes of North Carolina, in order to increase the jurisdiction of "The Metropolitan Planning Board", the parties hereto do mutually agree as follows:

That Section 2 of the "AGREEMENT BETWEEN CITY OF ASHEVILLE AND COUNTY OF BUNCOMBE FOR THE CREATION OF A JOINT PLANNING BOARD", dated February 17, 1958, be and is hereby deleted and a new Section 2 inserted in lieu thereof to read as follows:

Section 2. That the territorial jurisdiction of the said Board shall comprise all of the City of Asheville and the County of Buncombe.

This amendment agreement shall become effective when duly executed by the parties hereto.

IN WITNESS WHEREOF the City of Asheville has caused this instrument to be executed by its Mayor and attested by its Clerk with the corporate seal thereto affixed, and the County of Buncombe has caused this instrument to be executed by the Chairman of the Board of County Commissioners and attested by its Clerk and its corporate seal attached.

This Amendment Agreement is executed in duplicate.

This the 24 day of April, 1958.

ATTEST:

S/ Margaret Simmons
City Clerk

(SEAL)

CITY OF ASHEVILLE

By S/ E. W. Eller
Mayor

ATTEST:

Clerk

COUNTY OF BUNCOMBE

By
Chairman of the Board of
Commissioners

Councilman Morgan introduced resolution ratifying agreement with State Highway Commission relating to cross-town expressway as amended by deletion of certain provision therefrom, which was, upon motion of Councilman Morgan, seconded by Councilman McRary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book 3 at page 440.

NORTH CAROLINA
BUNCOMBE COUNTY

STATE HIGHWAY COMMISSION)
)
and)
)
CITY OF ASHEVILLE)

MUNICIPAL AGREEMENT
IN RE: PROJECT 8.19030

WHEREAS, the STATE HIGHWAY COMMISSION has prepared plans to make certain street and highway improvements covered by the above captioned project within the CITY OF ASHEVILLE, COUNTY OF BUNCOMBE, consisting of the construction of an expressway extending from Patton Avenue at the east end of the Smoky Mountain Bridge through Asheville to a point near Beaucatcher Tunnel with right-of-way widths as will be shown on plans for this project which are now being prepared for the Commission by Wilbur Smith and Associates, Consulting Engineers, and with access to be limited to such points as may be provided in said plans.

AND WHEREAS, the Board of Aldermen of the City of Asheville has approved the construction of said improvements in accordance with said plans and has agreed to participate in the cost thereof in the manner and to the extent hereinafter set out;

NOW, THEREFORE, IT IS AGREED that, as a part of the condition on which said project is to be recommended, approved, and constructed, the said City will, out of its own funds, reimburse to the extent of twenty per cent (20%) the State Highway Commission for all expenditures which it may make in acquiring or on account of rights of way to be specified for said project and such additional widths as may be necessary for construction of this project, and removal therefrom of all obstructions of any kind or character necessary for the construction of said project in accordance with approved plans;

And the said City will exercise any rights which it may have under any franchises to effect the changing, adjusting, or relocating of telephone, telegraph or electric power lines or underground cables without expense to the Commission, and will, without cost to the Commission, provide for the laying, changing, relaying or repairing of any necessary municipally owned electric lines, water, sewer, gas or other pipelines or other conduits, together with all necessary house or lot connections or services extending to the outer edges of said project, whether made necessary by the widening of existing or the construction of new or relocated streets or sidewalks, for the construction of the above described project. All such work either to be done or arranged for in a manner satisfactory to the Commission, prior to the commencement of the construction of the project herein

referred to.

The City further agrees to pass such ordinances as may be necessary to provide for the closing of the following sections of streets:

1. Puttrick Street between Hill Street and Project 8.19030.
2. Oak Dale Street between Hill Street and Project 8.19030.
3. Dodger Street between Hill and Haywood Streets.
4. Cumberland Avenue between Cherry and Hiawassee Streets.
5. Rankin Avenue between Cherry and Hiawassee Streets.
6. Liberty Place between Broadway and Liberty Streets.
7. Liberty Street between Elm Street and Project 8.19030.
8. Woodfin Place between Orchard and Woodfin Streets.
9. Chevan Avenue between Project 8.19030 and Woodfin Street.
10. Hollywood Street between Project 8.19030 and Woodfin Street.
11. Poplar Street at the junction with Woodfin Street near Beaucatcher Tunnel.

In the event that condemnation proceedings are instituted in connection with the acquisition of right of way for this project the said City agrees to cooperate and participate with the Commission in the prosecution or defense of such proceedings.

The Commission reserves the right to withhold the awarding of any contract for this project until said City pays to the Commission, or until satisfactory arrangements have been made to pay the said Commission, the amount estimated to be its proportionate part of the aforesaid costs; provided that this said estimate be adjusted to the proportionate part of actual costs when cost figures are obtainable.

IT IS UNDERSTOOD AND AGREED that the approval of this project by the State Highway Commission is subject to the conditions of this agreement and that no expenditure of funds on the part of the Commission will be made until the terms of this agreement have been complied with on the part of the said City.

IN WITNESS WHEREOF, this agreement has been executed this the 12 day of September, 1957, in duplicate, on the part of the Commission and of the said City by authority duly given, as evidenced by attached certified copy of resolution, ordinance, or charter provisions, as the case may be, authorizing the same on the 12 day of September, 1957.

CITY OF ASHEVILLE

ATTEST:

S/ Margaret Simmons
CLERK

By S/ E. W. Eller
MAYOR

(SEAL)

AGREEMENT ACCEPTED:

STATE HIGHWAY COMMISSION

ATTEST:

S/Elizabeth J. Forbes
SECRETARY

By s/ W. F. Babcock
DIRECTOR OF HIGHWAYS

(SEAL)

APPROVED AS TO FORM AND LEGALITY:

S/ H. Horton Rountree
STAFF ATTORNEY
DEPARTMENT OF JUSTICE

The City Manager reported that the Purchasing Department had advertised for sealed bids for the purchase of a fire truck, and that one bid had been received from American La France Co. of Elmira, N. Y. in the amount of $19,978.50, with delivery in approximately 150 days. The City Manager was authorized to proceed with the purchase of this equipment.

The Council discussed the question of additional fire stations and transportation of school students in event of expansion of city limits.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, May 1, 1958 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, May 1, 1958, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen T. B. Sumner, F. M. Mulvaney, W. F. Algary, C. M. Preslar, J. W. McRary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

An invitation was received from the State Highway Commission to attend a meeting in Marion, on May 14, 1958, for an informal discussion of highway policies and problems.

ORDINANCE NO. 405 - AN ORDINANCE

Councilman McRary introduced Ordinance No. 405, being "AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1958 AND ENDING MAY 31, 1959", which was, upon motion of Councilman McRary, seconded by Councilman Mulvaney, unanimously passed on its first reading with the following vote:

Councilman McRary voted "aye"
Councilman Mulvaney voted "aye"
Councilman Preslar voted "aye"
Councilman Algary voted "aye"
Councilman Sumner voted "aye"
Mayor Eller voted "aye"

CITY HALL IMPROVEMENTS

The City Manager advised that $16,000 remained unappropriated from funds recovered from fire insurance on the Municipal Golf Course Club House, and requested approval of the Council in transferring $6,000 of this amount to completion of Club House, and remaining $10,000 be made available toward increasing recreational activities by providing lights for a baseball field for teen agers and older boys.

Councilman Sumner moved that the City Manager be authorized to make these expenditures, which motion was seconded by Councilman Preslar, and unanimously adopted.

Mr. Alfred Miller, chairman of the Civic Affairs Committee of the Asheville Chamber of Commerce, appeared before the Council in the interest of city expansion, and requested the Council to:

(1) Cause to be developed facts pertaining to the question of city annexation.

(2) Develop this information, and, if necessary, city officials be authorized to make trips to Charlotte, Winston-Salem, Greensboro and other North Carolina cities which have recently expanded their corporate limits, giving particular attention to permissive legislation under which these cities have operated in the effort of city expansion.

(3) Discussion of more definite proposed corporate lines, which would lead to increase in population.

(4) Submit actual cost figure for capital funds necessary to render service to annexed area; determine sites for construction of proper buildings to serve annexed area, such as fire and police departments, recreation facilities, schools; determine what is to be done concerning transportation of school children within areas affected; proposed plan of fixing increased cost of service to area, such amount of revenue to be raised by city tax rate, available funds from certain state-collected city funds, advantages in reduced insurance rates and tax assessments where indicated; and all related matters pertaining to this vital question.

(5) Request any necessary special enabling legislation to bring City Annexation to a successful conclusion.

During the discussion of this matter Councilman Algary stressed the point that the question of city expansion is not a political question, and should be considered on a civic basis for the betterment of the entire community.

Councilman Sumner moved that the City Manager be authorized to develop the information requested, which motion was seconded by Councilman Preslar, and unanimously adopted.

Mayor Eller thanked the Committee for the excellent job they have done.

There being no further business, the meeting was upon motion adjourned.

MAYOR

CITY CLERK

Thursday, May 8, 1958 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, May 8, 1958, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, C. E. Morgan, T. B. Sumner, J. W. McRary, W. F. Algary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

The following resolution was offered by Councilman Morgan and seconded by Councilman Sumner and upon being put to vote, was unanimously carried:

"WHEREAS, that improvement designated by the State Highway Commission as Project 8.19030, Buncombe County, is considered to be the most necessary improvement in the highway system in the corporate limits of this Municipality for the promotion of public safety and convenience; and

"WHEREAS, in the plans and proposals of said project it is provided that this Municipality cooperate with said Commission to the extent of

(1) Participating in the costs and expense of acquiring all the rights of way necessary for the location and construction of said project, and the removal therefrom of all obstructions of any kind or character necessary for the construction thereof, to the extent of twenty per cent (20%) of the total costs thereof.

(2) Exercising any rights which it may have under any franchises to effect the changing, adjusting, or relocating of telephone, telegraph or electric power lines or underground cables without expense to the Commission, and, without cost to the Commission, providing for the laying, changing, relaying or repairing of any necessary municipally owned electric lines, water, sewer, gas or other pipelines or conduits; together with all necessary house or lot connections or services extending to the outer edges of said project, whether made necessary by the widening of existing or construction of new or relocated streets or sidewalks.

"RESOLVED, that the said Project 8.19030, Buncombe County, be and it is hereby formally approved by the Council of the City of Asheville, and that the Mayor and Clerk of said Municipality be and they are hereby empowered to sign and execute the required agreements between this Municipality and the State Highway Commission."

Complete copy of resolution will also be found in Resolution Book #3 at page 441.

The Council discussed the privilege tax ordinance, and Councilman Morgan suggested a study of the fuel oil tax before next year.

Following the discussion Ordinance No. 405, being "AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1958 AND ENDING MAY 31, 1959", was, upon motion of Councilman McRary, seconded by Councilman Mulvaney, unanimously passed on its second reading with the following vote:

Councilman McRary voted "aye"
Councilman Mulvaney voted "aye"
Councilman Algary voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

The City Manager presented the audit of the City of Asheville Board of Alcoholic Control for the nine months period ending March 31, 1958.

The City Manager presented a statement showing the budget position of the city for the period ending April 30, 1958.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Summerlin
CITY CLERK

Thursday, May 15, 1958 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, May 15, 1958, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, C. M. Preslar, W. F. Algary, C. E. Morgan, T. B. Sumner, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

A communication was received from the Planning and Zoning Commission recommending a proposed amendment to the Zoning Map and Zoning Ordinance of the City of Asheville having to do with the regulation within the City of Asheville of trailers and trailer camps.

May 15, 1958

The Honorable Mayor
Members of City Council
City of Asheville
City Building
Asheville, N. C.

Gentlemen:

At a meeting of the City of Asheville Planning and Zoning Commission, specially called and duly and legally constituted on Thursday, May 15, 1958 at 11:00 A. M., there was presented for discussion and consideration a proposed amendment to the Zoning Map and Zoning Ordinance of the City of Asheville having to do with the regulation within the City of Asheville of trailers and trailer camps.

At said meeting the following resolution was unanimously adopted:

That the said proposed amendment to the Zoning Ordinance of the City of Asheville as submitted to this meeting be presented to the City Council with the recommendation from the Planning and Zoning Commission that the same be adopted by the City Council as a part of the Zoning Ordinance and Zoning Map of said city.

A copy of proposed amendment to said Zoning Ordinance is hereto attached.

Respectfully submitted,

S/ Anthony Redmond
Anthony Redmond,
Secretary

ls

The Council requested the Corporation Counsel to prepare an ordinance complying with the recommendation of the Planning and Zoning Commission to be placed before the Council, and to give notice and publication of a public hearing to be held on same.

Ordinance No. 405, being "AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1958 AND ENDING MAY 31, 1959", was, upon motion of Councilman McRary, seconded by Councilman Mulvaney, unanimously passed on its third and final reading with the following vote:

Councilman Mulvaney voted "aye"
Councilman Algary voted "aye"
Councilman Sumner voted "aye"
Councilman Preslar voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 405

AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1958 AND ENDING MAY 31, 1959

THE CITY COUNCIL OF THE CITY OF ASHEVILLE DO ORDAIN:

Section 1.

That to raise funds for general municipal purposes, the following license taxes hereinafter specified are hereby levied for the privilege of carrying on the business, trades, professions, callings, occupations, or doing the act named, or selling or offering for sale any of the articles enumerated herein, within the corporate limits of the City of Asheville, from the first day of June, 1958, to the thirty-first day of May, 1959, unless for some other time or period herein specified, and all such taxes shall be due and payable in advance at the office of the Director of Finance. If any person shall fail to pay any license tax required by this ordinance by September 1, 1958, 2% per month of the amount of such license shall be added to the tax required, and no license shall be granted until the license tax, plus the two (2%) per centum per month thereof, has been paid. The addition of the two (2%) per centum per month on the amount of said license tax shall not exempt the delinquent from the penalties herein prescribed in case of delinquency. The payment of any particular tax herein imposed shall not relieve the party paying same from liability for any other tax specifically imposed for any other business conducted by such person.

Section 2.

That all persons, before engaging in any business, trade, profession, calling, occupation, or doing any act on which a license tax is imposed by this ordinance, shall, except as hereinafter provided, apply for and procure in advance, from the Director of Finance or someone designated by him, for license, and upon the payment of the license tax herein imposed a license shall be issued to said applicant. Such license must be posted conspicuously in the place of business licensed, and if the licensee has no regular place of business, the license must be kept where it may be inspected at all times by the proper city officials. No license shall be transferable or assignable except by consent of the City Manager.

Section 3.

(a) That any person, firm, or corporation, desiring to engage in any business, trade, or vocation, or do anything hereinafter mentioned in this paragraph, may be required to appear in person before the Director of Finance for a license, stating the place at which it is proposed to conduct the business, the name of the owner of the business, or, if the owner be a firm, the names of all members of such firm, or, if the owner be a corporation, the names of the officers, including the manager. And the Director of Finance shall also have the right to require the owner, proprietor, manager, or other person interested in or connected with such business, to give evidence, upon oath, touching the manner in which such business has been or is to be conducted, as well as any other facts which the Director of Finance may deem necessary. This section shall apply to the following:

1. Keepers of Billiard, Pocket Billiard, or Bagatelle Tables.
2. Bowling Alleys, or Alleys of like kind.
3. Shooting Galleries.
4. Cane Boards, Jingle Boards, or Knife Racks.
5. Penny Arcades.
6. Merry-Go-Rounds, Ferris Wheels, Switchbacks, or Roller Coasters.
7. Any kind of Table, Stand, Place, or Game, kept in a house or room used or connected with a hotel or restaurant.
8. Carnivals, theatres, Motion Picture Shows, Vaudeville Shows, Dance Halls, Roof Gardens, or Menageries.
9. Phrenologists.
10. Lunch Counters or Restaurants.
11. Hotels, Lodging Houses, or Boarding Houses.
12. Soft Drinks.
13. Junk Dealers.
14. Pressing Clubs.
15. Pawnbrokers.
16. Second-Hand Dealers.
17. Gasoline or Oil Filling Pipes, Service Tanks, or Pumps.

(b) A license may be refused for any business enumerated in the preceding sub-section unless the City Manager shall be satisfied that the applicant, or the proposed manager, is a person of good moral character, and fit and proper person to conduct such business, and unless he shall also be satisfied that the place proposed is a suitable place for the conduct of such business.

(c) That billiard rooms, pool rooms, bowling alleys, bagatelle tables, or rooms where games or tables of like kind are operated, and also restaurants, cafes, lunch counters, or places where soft drinks are sold, be kept clear of screens or sight obstructions of any kind.

Section 4.

That before license shall be issued for any of the following businesses, the applicant shall execute a satisfactory bond, payable to the City, in the amount hereinafter named, conditioned for the faithful observance by such licensee, his or its servants, agents, or employees, of all laws and ordinances now in force or hereafter in effect, relating to such business, and further conditioned to save the City harmless from damage arising from the negligence of such licensee or agents, servants, or employees thereof, and otherwise as the City Council may determine:

1.	Pawnbrokers	$1,000.00
2.	Junk dealers	1,000.00
3.	Electrical Contractors	1,000.00
4.	Electric Sign Hangers and Painters	500.00
5.	Plumbing Contractors	1,000.00
6.	Sidewalk or Paving Contractors doing any work on sidewalks or streets costing not over $300.00	100.00
	Doing such work costing over $300.00	1,000.00
7.	House movers	500.00

Section 5.

That whenever the word "person" is used in this ordinance, the same shall be construed to include "firms", "companies", "corporations", and "associations".

Section 6.

Where the amount to be paid for license depends upon the amount of gross sales or receipts, or other facts to be ascertained, it shall be the duty of persons applying for license to render to the Director of Finance a sworn statement of such gross sales or receipts during the preceding months, quarter, or year, as the case may be, and such other and further proof as the Director of Finance may require, shall be rendered said Director of Finance; and in either case, the Director of Finance shall not be required to receipt for the money or issue any licenses until satisfactory proofs are furnished. In case the business for which the license is required is commenced after June 1, 1958, and the tax on such business is based upon gross sales or receipts or facts to be ascertained, the license shall be assessed upon the probable gross sales or receipts during a term of one year; or if the amount of tax to be paid is determined by other facts to be ascertained, then a sworn statement as to such facts shall be made, and the license based thereon. Provided, however, that the Director of Finance shall have the right at any time during the period covered by any license to require of such licensee additional sworn statements as to the sales and receipts or other determining facts of such business, and an additional license tax shall be paid in accordance therewith.

Section 7.

Then any business is begun after Jan. 1, 1959 the licensee shall pay for such business and the privilege of operating same one-half of the tax prescribed; provided, however, that no license shall be issued for less than one dollar. This section is in compliance with Section 100, Article 2, Schedule B, Subsection B, of the Revenue Act of the State of North Carolina for 1939, as amended.

Section 8.

The adoption of this schedule of license tax shall not abridge the right of the City Council to change, alter, increase, or decrease, any or all of the license taxes herein levied, or to levy taxes on businesses, trades, or professions not hereby taxed, at any time. And when any increase is made, the license shall be revoked unless such license tax be paid within thirty (30) days.

Section 9.

Should any section, paragraph, sentence, clause, or phrase, of this ordinance, be declared unconstitutional or invalid for any reason, the remainder of said ordinance shall not be affected thereby.

Section 10.

A separate license shall be required for each place of business, and every class of business for which a license tax is required by this ordinance.

Section 11.

Any license issued under this ordinance shall be subject to revocation or suspension for a definite or indefinite time by the City Manager, without refund of any part of the tax paid, if the licensee or manager, or person in charge of the business, or employees, shall violate any ordinance or law relative to such business, or be convicted of crime, or if, in the judgment of the City Manager, the licensee does, by reason of its nature or the manner or place in which it is conducted, constitute a nuisance or is a menace to good order or to public health, welfare, safety, or morals. And upon the revocation or suspension of any such license, it shall be unlawful for the person to whom such license was granted to continue to conduct such business. Any person, firm, or corporation, violating this provision, shall pay a penalty of fifty ($50.00) dollars. Each day such business is conducted after a revocation or suspension of license, shall constitute a separate offense.

Section 12.

It shall be the duty of the Director of Finance to see that the Solicitor of the Police Court is furnished with a list of all unpaid license taxes for the fiscal year of 1958-59, and it shall be the duty of the Solicitor of the Police Court to issue warrants for all delinquents, and to prosecute as vigorously as necessary and demand that the same be paid or inflict a penalty as provided in this ordinance.

Section 13.

That every person who shall violate any provision of this ordinance, or carry on any business, trade, or vocation, or profession, on which a license tax has been fixed, without having first paid the tax and received a license, shall be liable to a penalty of fifty ($50.00)dollars for each offense, and each day said business shall be carried on shall constitute a separate and distinct offense.

Section 14.

When a license is issued, it is presumed that the location of the business or the kind of business licensed is not prohibited by some other ordinance, however, if same is prohibited or found to be illegal or illegally operated the City Manager has the authority to revoke the license.

Section 15.

That LICENSE SCHEDULE, Section 15, of Ordinance No. 398 entitled "AN ORDINANCE LEVYING, ASSESSING, IMPOSING, AND DEFINING THE LICENSE AND PRIVILEGE TAXES OF THE CITY OF ASHEVILLE FOR THE FISCAL YEAR BEGINNING JUNE 1, 1957 AND ENDING MAY 31, 1958", as recorded in City of Asheville Docket 33 of the Minutes of the Proceedings of the Council at pages 458 through 511 and a portion of 512, and as same as recorded in City of Asheville Docket No. 4, Ordinances of the City Council, at pages 90 through 143 and a portion of page 144, be and the same is hereby adopted and re-enacted and incorporated herein and made a part hereof as fully as if set out at length herein.

Section 16.

Any person who shall willfully make any false statement in an application for license under any section of this ordinance or schedule, shall, upon conviction, be liable for a penalty of fifty ($50.00) dollars.

Section 17.

That all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed; provided, that such repeal shall in no way affect any rights heretofore acquired for the collection of any taxes heretofore made, or any right heretofore acquired under any ordinance of this city.

Section 18.

That this ordinance shall become effective June 1, 1958.

I move the adoption of the foregoing ordinance, this the 1 day of May, 1958.

J. W. McRary
COUNCILMAN

SECONDED BY: Frank Milveney
COUNCILMAN

Read, approved and adopted by the Council on first reading, 1 day of May, 1958, with all members of the Council present voting "aye"; read, approved and adopted by the Council on second reading, 8 day of May, 1958, with all members of the Council present voting "aye"; and upon its third reading approved and adopted on the 15 day of May, 1958, with all members of the Council present voting "aye". This ordinance shall become effective 1 day of June, 1958.

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

APPROVED AS TO FORM:

Robt. W. Wells
CORPORATION COUNSEL

[illegible] -
Narvel J. Crawford, Jr.

Councilman Algary introduced a resolution authorizing Mayor to execute lease with Narvel J. Crawford, Jr. for operating off-street parking facility by city, which was, upon motion of Councilman Algary, seconded by Councilman Morgan, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 442.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE made and entered into this 12th day of May, 1958, by and between NARVEL J. CRAWFORD, JR. (unmarried), hereinafter referred to as LESSOR, and CITY OF ASHEVILLE, a Municipal Corporation of the State of North Carolina, hereinafter referred to as LESSEE:

W I T N E S S E T H:

That the Lessor, for and in consideration of the rents, covenants and conditions hereinafter mentioned to be kept and performed by the Lessee, does hereby rent, demise and lease unto the said Lessee, the following described premises located in the City of Asheville, Buncombe County, North Carolina, to-wit:

Being that property described in a Deed dated November 15, 1957, from Earl E. Messer and wife, Frances E. Messer to Narvel J. Crawford, Jr. recorded in the office of the Register of Deeds for Buncombe County, N. C. in Deed Book No. 794, page 495, reference to which Deed is hereby made for a more complete description by metes and bounds.

And being the same property designated on the City of Asheville and County of Buncombe Tax Maps as Lots 22 and 23, Sheet 14, Ward 3.

1.

THE MAYOR AND BOARD OF ALDERMEN have leased the above described premises unto said Lessee for a term of eight (8) years, beginning May 20, 1958, and extending until May 20, 1966, unless terminated at an earlier date as hereinafter provided.

2.

The Lessee agrees to pay as rental for the leased premises the sum of Fifty ($50.00) Dollars per month, to be taken from the first receipts which the Lessee may receive from the said real estate or from any operation conducted thereon, and in addition thereto, Forty-five (45%) per cent of all gross receipts in excess of said Fifty Dollars which the Lessee may receive from the said real estate or from any operation conducted thereon. Payments to be made of such rental by the Lessee to the Lessor on or before the 20th day of each month of gross receipts taken in by the Lessee during the preceding month.

3.

It is understood and agreed between the parties hereto that the Lessee shall operate on the premises hereby leased a public parking lot and shall conduct thereon operations auxiliary to the operation of a public parking lot and that said premises shall be used by the Lessee for no other purpose whatsoever, and in the event said premises shall cease to be used as a public parking lot this lease shall automatically terminate.

4.

The Lessee covenants and agrees as follows:

(a) That it will, at its own expense, level the property above described so that the maximum use of the property may be put hereof for the purpose set forth in the preceding paragraph and make all necessary improvements thereon.

(b) That it will apply stone surface to the property hereby leased.

(c) That it will keep all improvements erected or placed on the property in reasonable repair and that said improvements shall become the property of the Lessor at the termination of this lease.

(d) That it will supervise and operate the property as a public parking lot in a proper and business-like manner, keeping proper records of all receipts from said operation, and that it will charge for parking the prevailing prices for parking in lots substantially located as the premises above described.

(e) That the Lessor shall have the right to inspect any records of the Lessee relating to the operation of said parking lot, or any receipts therefrom, and shall have the right to make any other investigation or check of said receipts which may be necessary and proper.

(f) That it will pay all utilities and expenses in connection with the use and operation of said parking lot during the term of this lease.

(g) That upon the completion of all the improvements and prior to beginning the operation of the parking lot above described, the Lessee shall furnish to the Lessor a statement showing the cost to the Lessee of the improvements made to or placed upon the premises.

5.

It is further contracted and agreed between the parties hereto:

That at any time the said Lessor, his heirs and assigns, shall have the additional right, in his discretion, in the event he can show a loss from the arrangement to build a substantial structure on the premises, or to sell all or any portion of said premises, to terminate this lease upon paying to the Lessee that part of any money spent by the Lessee in improving said premises, which the Lessee may not have recovered from its share of the receipts, after paying the expenses of operating (which is to be One Hundred Dollars operating (which is to be One Hundred Dollars per month).

6.

It is mutually agreed between the parties hereto that if the Lessor's rental and percentage of the gross receipts set forth herein, shall fail to average the sum of $166.66 per month, by the end of the second year of this lease, then and in that event the said Lessor shall have the right to declare this lease null and void without cost to the Lessor for improvements placed on said premises by the said Lessee. The said Lessor shall give sixty days written notice to the said Lessee prior to the cancellation of said lease by reason of the provisions of this paragraph.

7.

It is further contracted and agreed between the parties hereto:

(a) That if at any time after five years from the date of this lease and during the term of this lease, the Lessor's rental and percentage of the gross receipts for the use and occupation of said premises, for any one year, shall fail to amount to the sum of $250.00 per month for said year, then and in that event the Lessor his heirs and assigns shall have the right to terminate this lease after giving sixty days notice in writing to the Lessee of his intention so to do, provided said notice is given within thirty days from the date said receipts fail to amount to the average above referred to.

8.

It is further agreed between the parties hereto that the Lessee may not assign this lease or any portion thereof, or sub-let the premises hereby leased without written consent of the Lessor, his heirs and assigns, except that concessions for the conduct of operating which may be auxiliary to the use of the premises for a public parking lot.

9.

It is further agreed between the parties that if the Lessee at any time fails to pay the rental above provided for within thirty days after the same shall become due, or shall fail to keep and perform any of the covenants or agreements which are hereinbefore mentioned to be kept or performed by the said Lessee, then and in either of the events hereinbefore specified the said Lessor, his heirs and assigns may, at his option, declare this lease cancelled and terminated after giving to the Lessee ten days written notice of his intention so to do. Thereupon the said Lessor, his heirs and assigns, may take possession of the premises without any legal process and the Lessee agrees to surrender the premises to the Lessor, his heirs and assigns immediately.

10.

The Lessor hereby covenants and agrees with the Lessee that subject to the terms and conditions hereinabove set forth, the Lessee shall have and enjoy the premises during the term herein provided for, free from the adverse claims of any and all persons whomsoever.

IN WITNESS WHEREOF, the said Lessor has hereunto set his hand and seal, and the said Lessee has caused this instrument to be executed in its name by its Mayor and attested to by its Clerk and its corporate seal attached, all under and by virtue of the authority duly granted by resolution adopted by the Council of the City of Asheville, this lease and the resolution authorizing same having been duly submitted to and approved as to form by its corporate counsel, and all matters and things necessary and proper for the said City of Asheville to execute this contract having been duly and properly done.

This the day and year first above written.

S/ Marvel J. Crawford, Jr. (SEAL)

ATTEST:

CITY OF ASHEVILLE

S/ Margaret Simmons
City Clerk

By S/ E. W. Eller
Mayor

(Seal)

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, J. Scroop Styles, a Notary Public in and for the State and County aforesaid, hereby certify that Marcel J. Crawford, Jr. (unmarried) personally appeared before me and acknowledged the due execution by him of the foregoing instrument.

Witness my hand and notarial seal, this the 12 day of May, 1958.

S/ J. Scroop Styles
Notary Public

My commission expires: Aug. 15, 58
(Seal)

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

This the 15 day of May, 1958, personally appeared before me, a Notary Public in and for the County of Buncombe, State of North Carolina, E. W. Eller, who, being by me duly sworn, says that he is Mayor of the City of Asheville, a municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in the name of said corporation by himself as Mayor, sealed with its corporate seal and attested by its City Clerk.

Witness my hand and notarial seal this the day and year first above written.

S/ Lillian Ducker
Notary Public

My commission expires:
Dec. 16, 1958
(Seal)

[illegible]

Councilman Mulvaney moved that the City Clerk be requested to send a letter to the family of Frank Campbell extending the sympathy of the City Council upon his recent death, and expressing appreciation for the long and efficient and faithful public service he rendered Asheville as Superintendent of Maintenance of the Water Department, which motion was seconded by Councilman Preslar and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, May 22, 1958 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, May 22, 1958, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. M. Preslar, T. B. Sumner, F. M. Mulvaney, W. F. Algary, C. E. Morgan, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

[illegible]

Councilman Preslar introduced a resolution authorizing the calling of certain City of Asheville bonds and authorizing the Sinking Fund Commission for Buncombe County to publish notice in The Bond Buyer of New York, which was, upon motion of Councilman Preslar, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 443.

[illegible]

Councilman Morgan introduced a resolution authorizing Mayor to execute lease with the United States of America for space in the City Building, which was, upon motion of Councilman Morgan, seconded by Councilman Algary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 444.

The City Manager advised the Council that he had received an offer to purchase four lots owned by the City on Hall Street.

Following a discussion, Councilman Preslar moved that the person who made offer be informed that the Council considers the offer too small, and that if a reasonable offer is made the Council might consider it, which motion was seconded by Councilman Algary and unanimously adopted.

There being no further business, the meeting was upon motion adjourned.

E. E. Eller
MAYOR

Margaret Simmons
CITY CLERK

Thursday, May 29, 1958 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, May 29, 1958, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen J. W. Mulvaney, C. B. Sumner, C. E. Morgan, F. M. Mulvaney, W. F. Algary, C. A. Preslar, City Manager, [illegible], and the City Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

Councilman Mulvaney introduced a resolution authorizing Mayor to execute lease with W. T. Duckworth, J. D. Ray, Edgar J. Duckworth, and Homer W. Brooks, as Trustees of the Estate of Oliver D. Revell, deceased, for operating off-street parking facilities in city, which was, upon motion of Councilman Mulvaney, seconded by Councilman Preslar, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 445.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS LEASE, made and entered into this the 29 day of May, 1958, by and between W. T. DUCKWORTH, J. D. RAY, EDGAR J. DUCKWORTH, and HOMER W. BROOKS, as Trustees of the Estate of Oliver D. Revell, deceased, under the power and authority given said Trustees under the will of said Oliver D. Revell, hereinafter referred to as "LESSORS", and CITY OF ASHEVILLE, a municipal corporation of the State of North Carolina, hereinafter referred to as LESSEE;

WITNESSETH:

That the Lessors, for and in consideration of the rents, covenants and conditions hereinafter mentioned to be kept and performed by the Lessee, have rented, demised and lease unto the said Lessee the following described premises, located in the City of Asheville, Buncombe County, North Carolina, to-wit:

BEGINNING at an iron pin in the intersection of the western margin of the sidewalk of North French Broad Avenue and the northern margin of the sidewalk of Patton Avenue, and runs thence with the northern margin of the sidewalk of Patton Avenue South 73 deg. 54' West 112.6 feet to a point five-eighths inches from the face of a building; runs thence North 10 deg. 9' West 80 feet to an iron pin; thence South 73 deg. 54' West 40 feet to a nail in the eastern margin of Carter Street; thence North 10 deg. 9' West 28.7 feet to an iron pin; thence North 76 deg. 0' East 175.8 feet to a drilled hole in pavement in the western margin of the sidewalk of North French Broad Avenue; thence with the western margin of the sidewalk of North French Broad Avenue South 2 deg. 30' West 107.4 feet to the BEGINNING, said Lot being designated on the tax maps of the City of Asheville as Lot 16, Sheet 14, Ward 3.

TO HAVE AND TO HOLD the above described premises unto the said Lessee for a term of six years, beginning June 1, 1958 and ending until the 1st day of June, 1964, unless terminated at an earlier date as hereinafter provided, on the following terms and conditions:

1.

The Lessee agrees to pay as rental for the leased premises forty-five (45%) per cent of all gross receipts which the Lessee may receive from the said real estate or from any operation conducted thereon. Payment to be made of such rental by the Lessee to the Lessors on or before the 10th day of each month for forty-five (45%) per cent of gross receipts taken in by the Lessee during the preceding calendar month.

2.

It is understood and agreed between the parties hereto that the Lessee shall operate on the premises hereby leased a public parking lot and shall conduct thereon operations auxiliary to the operation of a public parking lot and that said premises shall be used by the Lessee for no other purpose whatsoever.

3.

The Lessee covenants and agrees as follows:

(a) That it will, at its own expense, level the property above described so that the maximum use of the property may be utilized for the purpose set forth in the preceding paragraph and make all necessary improvements thereon.

(b) That it will apply stone surface to the property hereby leased.

(c) That it will keep all improvements erected or placed on the premises in reasonable repair and that said improvements shall become the property of the Lessors at the termination of this lease.

(d) That it will supervise and operate the property as a public parking lot in a proper and business like manner, and will keep records of all receipts from said operation and that it will charge for parking the prevailing prices for parking in lots substantially located as the premises above described.

(e) That the Lessors shall have the right to inspect any records of the Lessee relating to the operation of said parking lot, or any receipts therefrom, and shall have the right to make any other investigation or check of said receipts which may be necessary and proper.

(f) That it will pay all utilities and expenses in connection with the use and operation of said parking lot during the term of this lease.

(g) That upon the completion of all the improvements and prior to beginning the operation of the parking lot above described, the Lessee shall furnish to the Lessors a statement showing the cost to the Lessee of the improvements made to or placed upon the premises.

4.

It is further contracted and agreed between the parties hereto:

That at any time the said Lessors, their successors and assigns, shall have the additional right, in their discretion, in the event they can show a bona fide arrangement to build a substantial structure on the premises, or to sell all or any portion of said premises, to terminate this lease upon paying to the Lessee that proportionate part of any money spent by the Lessee in improving the said premises which the unexpired portion of the lease bears to the total term of the lease; and as an illustration of the meaning of this paragraph, if the Lessors, their successors and assigns, at the expiration of three years from the date of this lease shall desire to terminate said lease, they shall have the right to do so upon the payment to the Lessee of fifty (50%) per cent of the sum expended by the Lessee in the improvement of said premises.

5.

It is further agreed between the parties hereto that the Lessee may not assign this lease or any portion thereof, or sub-let the premises hereby leased without written consent of the Lessors, their successors and assigns, except to grant concessions for the conduct of operations which may be auxiliary to the use of the premises for a public parking lot.

6.

It is further agreed between the parties that if the Lessee at any time fails to pay the rental above provided for within thirty days after the same shall become due, or shall fail to keep and perform any of the covenants or agreements which are hereinbefore mentioned to be kept or performed by the said Lessee, then and in either of the events hereinbefore specified the said Lessors, their successors and assigns, may at their option declare this lease cancelled and terminated after giving to the Lessee ten days written notice of their intention so to do. Thereupon the said Lessors, their successors and assigns, may take possession of the premises without any legal process and the Lessee agrees to surrender the premises to the Lessors, their successors and assigns, immediately.

7.

The Lessors hereby covenant and agree with the Lessee that subject to the terms and conditions hereinabove set forth, the Lessee shall have and enjoy the premises during the term herein provided for, free from the adverse claims of any and all persons whomsoever.

8.

The Lessors agree that W. T. Duckworth as Active and Managing Trustee of the Oliver D. Revell Estate shall be the person to whom the rents hereunder are to be paid by the Lessee.

IN WITNESS WHEREOF, the said Lessors have hereunto set their hands and seals, and the said Lessee has caused this instrument to be executed in its name by its Mayor and attested to by its Clerk and its corporate seal attached, all under and by virtue of the authority duly granted by resolution adopted by the Council of the City of Asheville, this lease and the resolution authorizing the same having been duly submitted to and approved as to form by its corporate counsel and all matters and things necessary and proper for the said City of Asheville to execute this contract having been duly and properly done.

This the day and year first above written.

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)
Trustees under the will of Oliver D. Revell - Lessors

ATTEST:

S/ Margaret Simmons
City Clerk
(SEAL)

CITY OF ASHEVILLE

By S/ E. W. Eller
Mayor
Lessee

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

I, _____, a Notary Public in and for the State of North Carolina, County of Buncombe, hereby certify that W. T. Duckworth, J. D. Ray, Edgar J. Duckworth, and Homer W. Brooks, as Trustees of the Estate of Oliver D. Revell, deceased, under the power and authority given said Trustees under the will of said Oliver D. Revell, personally appeared before me and acknowledged the due execution by them of the foregoing instrument.

Witness my hand and Notarial seal, this the ____ day of _____, 1958.

_____
Notary Public

My commission expires:

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

This 29 day of May, 1958, personally appeared before me, a Notary Public in and for the County of Buncombe, State of North Carolina, E. W. ELLER, who, being by me duly sworn, says that he is Mayor of the City of Ashe-

ville, a municipal corporation, and [illegible] duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal and attested by its City Clerk.

WITNESS my hand and official seal, this the day and year first above written.

S/ Lillian Ducker
Notary Public

My commission expires:
Dec. 16, 1958
(Seal)

At the request of Councilman Mumpower Mayor Eller issued a proclamation proclaiming the week of June 1st as Share America Week for Asheville [illegible] sale of savings bonds.

There being no further business, the meeting was upon motion adjourned.

CITY CLERK

MAYOR

Thursday, June 5, 1958 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, June 5, 1958, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen C. T. Morgan, C. M. Preslar, F. M. Mulvaney, T. B. Sumner, J. W. McMary, City Manager Weldon Weir.

The minutes of the preceding meeting were read and approved.

Mayor Eller announced that this was the date set for the public hearing on Ordinance #406, being "AN ORDINANCE AMENDING [illegible] ORDINANCE NO. 322, AS AMENDED, KNOWN AS 'AN ORDINANCE REGULATING [illegible] WITHIN THE CORPORATE LIMITS OF THE CITY OF ASHEVILLE'", this being an ordinance providing for the regulation of trailer and trailer camps.

Mr. Carl Bitzen, owner-operator of Castle Trailer Homes, gave the Council some facts on trailer living. Mr. W. A. Hutchins, and others spoke in opposition to the enactment of said ordinance.

Mr. Anthony Edmond, Secretary of the Planning and Zoning Commission, explained the various provisions of the proposed ordinance.

Following the discussion, upon the request of Councilman Sumner the Council deferred action on the proposed ordinance until the next regular meeting of the Council.

Councilman McMary introduced a resolution authorizing acquisition of certain property needed for new airport, and authorizing Mayor to execute deed of exchange therefor, which was, upon motion of Councilman McMary, seconded by Councilman Mulvaney, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 446.

STATE OF NORTH CAROLINA,
COUNTY OF HENDERSON.

THIS AGREEMENT, made this the [illegible]th day of June, 1958 by and between GEORGE G. WESTFELDT, Grantor, hereinafter referred to as Grantor, and [illegible] WESTFELDT, who joins in this deed as Grantor for the release of dower rights herein, and CITY OF ASHEVILLE, a municipal corporation, hereinafter called Grantee,

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of Ten Dollars and other good and valuable consideration to him in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has, subject to the conditions, stipulations and reservations hereinafter set forth, given, granted, bargained, sold and conveyed, and by these presents does give, grant, bargain, sell, convey and confirm unto the Grantee, its successors and assigns, the following described property located in Henderson County, North Carolina, to-wit:

BEGINNING at a stake in the common line between the property of George G. Westfeldt and the property of City of Asheville, formerly [illegible], Inc., said stake being located South 87 deg. 1' East 1096.17 feet from a monument set in the formerly a hickory, on the east bank of the French Broad River, an old corner between Westfeldt and Giles (now City of Asheville), and running thence from said beginning point with the Westfeldt, City of Asheville line South 87 deg. [illegible] feet to a stake in said line; thence leaving said line South 70 deg. 18' West 150 feet to a stake; thence North [illegible] feet to the BEGINNING, containing 11.41 acres, more or less.

The above property is conveyed subject to taxes for the year 1958.

The Grantor hereby acknowledges and grants to Grantor, his heirs, successors and assigns, and the Grantee hereby reserves and retains to himself, his heirs, successors and assigns, all of the minerals and mineral rights in, on and under the land hereinabove conveyed. It being understood and agreed that no mining or prospecting shall be conducted on said land, and no buildings or structures erected thereon in connection with mining operations which shall in any way interfere with the operation of the airport.

The Grantor, joined herein by his wife, Martha J. G. Westfeldt, further grants, subject to the conditions, stipulations and reservations hereinafter set forth, a perpetual easement and right-of-way over the following described property for use as a high intensity approach lights system, together with the right to use the same for normally for airport navigation and approach, landing and take-off purposes, to such heights above the ground as may be necessary, together with the right of ingress and egress for the purpose of constructing, maintaining and repairing any navigational facilities as may be deemed necessary in connection with the airport, and the further right to construct and maintain an all-weather road thereon with right of ingress and egress for the purpose of constructing, maintaining and repairing the same, and the further right to keep and maintain said property free and clear of any structures, trees or other objects which now are or might constitute an obstruction or hazard to the flight of aircraft in approach, landing or taking off from the airport, or would constitute an obstruction or interference with any air navigational facility, together with all rights of ingress and egress for such purposes:

BEGINNING at a stake in the southern line of the 11.41 acre tract hereinabove conveyed, said stake being located South 70 deg. 18' West 515.6 feet from the Easternmost corner thereof, and running thence South 19 deg. 42' East 2250 feet to a stake; thence South 70 deg. 18' West 150 feet to a stake; thence North 19 deg. 42' West 2250 feet to a stake in the southern line of the 11.41 acre tract; thence with said line North 70 deg. 18' East 150 feet to the BEGINNING.

The condition of this deed and easement are such that the property herein conveyed and easement in connection therewith are to be used by the Grantee solely for the purpose of the erection of an airport and not for any other purpose whatsoever. In the event Grantee, within ten years from the date hereof, plus any time consumed in litigation in connection with the erection of said airport, shall not have completed the erection of said airport, Grantor, his successors or assigns, shall have the privilege of purchasing said property and easement from the Grantee for the same price as paid herein, together with all taxes and legal fees incurred and paid at the time of delivery hereof.

As part of the consideration hereof Grantee has delivered to Grantor simultaneously herewith a conveyance conveying 12.97 acres, more or less, in Henderson County, North Carolina, covering approximately 4.36 acres of the property formerly belonging to Ethel J. Bunting and approximately 8.61 acres of the property formerly belonging to D. B. Meehan, and the Grantee further covenants and agrees and stipulates that as additional consideration herefor it will do and perform the following:

(a) Construct an all-weather road to the field below the house and barn located on the 11.41 acre tract hereinabove conveyed, and construct an aluminum gate to the highway near that point.

(b) To construct an aluminum gate to the highway below where the present gate of City Loans (formerly Giles, now City of Asheville) property meets the Westfeldt property and on the southern line of the 11.41 triangular tract hereinabove conveyed.

(c) Construct a ditch adjoining the line of the 11.41 acre tract to the east point thereof, such ditch to run along said line but on property of the Grantor to the point of connection with the present ditch.

(d) Cut such timber and prepare the 7.75 acre easement strip hereinabove described for use as an approach light line in accordance with applicable U. S. Forestry practice and regulations and Civil Aeronautics Administration requirements.

(e) Construct a four strand wire fence along the dividing line between the 11.41 acre tract above described and the remaining land of Grantor and a four strand wire fence along the northeastern line of the property conveyed to Grantor herein by City of Asheville.

(f) Construct at such time as navigational facilities are installed on the 7.75 acre easement tract above described an all-weather road along said 7.75 acre tract from one end to the other thereof.

(g) To in no way minimize the flow of Boiling Springs Branch by reason of the airport operations or construction.

TO HAVE AND TO HOLD, subject to the conditions, stipulations and reservations herein stated, the first tract above described, with all the appurtenances thereunto belonging or in any wise appertaining, unto the Grantee, its successors and assigns forever, and TO HAVE AND TO HOLD, subject to the conditions, stipulations and reservations herein stated, the above described easement in the second tract above described so long as the same shall be necessary for airport purposes.

And the Grantor covenants to and with the Grantee, its successors and assigns, that the Grantor is lawfully seized in fee simple of said land and premises and has full right and power to convey the first tract above described to the Grantee in fee simple, subject to the conditions, stipulations and reservations herein stated, and the easement in the second tract above described, subject to the conditions, stipulations and reservations herein stated, and that both of said tracts are free from any and all encumbrances, and that Grantor will and his heirs, executors, administrators and assigns shall forever warrant and defend the title to the said land and premises with the appurtenances unto the Grantee, its successors and assigns, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, George G. Westfeldt and Martha J. G. Westfeldt have hereunto set their hands and seals, the day and year first above written.

_____(SEAL)

_____(SEAL)

STATE OF LOUISIANA,
PARISH OF NEW ORLEANS.

I, _____, a Notary Public of said State and Parish, do hereby certify that GEORGE G. WESTFELDT, and wife, MARTHA J. G. WESTFELDT, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and Notarial Seal, this _____ day of June, 1958.

_____
Notary Public

My commission expires:

STATE OF NORTH CAROLINA,
COUNTY OF HENDERSON.

The foregoing certificate, namely of _____, a Notary Public of the State and County designated, is adjudged to be correct. Let the instrument and the certificate be registered.

This ____ day of _____, 1958.

_____
Clerk Superior Court,
Henderson County, N. C.

Filed for registration on the _____ day of _____, 1958, at _____M.

Register of Deeds

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE,

THIS INDENTURE, made this the ___ day of June, 1958, by and between CITY OF ASHEVILLE, A MUNICIPAL CORPORATION, hereinafter called Grantor, and [illegible], hereinafter called Grantees, (said designations shall include the respective heirs, successors, executors, individual or corporate, and their respective successors in interest and assigns).

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten Dollars, and other good and valuable considerations to the Grantor paid by the Grantees, the receipt whereof is hereby acknowledged, have given, granted, bargained, sold and conveyed, and by these presents do give, grant, bargain, sell, convey and confirm unto the Grantees, their heirs and/or successors and assigns, the following particularly described real estate, lying and being in Buncombe County, North Carolina, and more particularly described as follows:

BEGINNING at a stone, [illegible] from the Martha J. A. Westfeldt "Little Green House" property and the property conveyed by Moore Westfeldt to Ethel Jane W. Bunting, said stone being in the Southern line of the tract formerly belonging to D. B. Sheehan and running thence with the common line between the Sheehan tract and the Martha Westfeldt tract above referred to the following magnetic courses: South 86 deg. 4' West 95.1 feet to an iron pin; North 45 deg. 14' West 127.6 feet to a white oak; South 37 deg. 35' West 130.16 feet to an iron pin; and North 3 deg. 52' East 1156.5 feet to a stake which stake is 750 feet west of the center line of the proposed City of Asheville Airport; thence leaving said Sheehan line and continuing on a magnetic course 750 feet west of said center line and parallel thereto, South 20 deg. 00' East 1290.0 feet to a stake in the center of the Fannings Bridge Road; thence continuing with the center of said road and the center of the road leading to the "Little Green House" from the Fannings Bridge Road on magnetic courses the following courses and distances: North 84 deg. 8' West 100.0 feet to a stake; South 77 deg. 51' West 120.1 feet to a stake; South 55 deg. 54' West 61.6 feet to a stake in the center of said road; thence continuing with the center of the road leading from Fannings Bridge Road passed the "Little Green House" the following magnetic courses: North 64 deg. 58' West 87.6 feet to a stake; North 33 deg. 59' West 119.8 feet to a stake; North 6 deg. 26' West 288.85 feet to a stake and North 64 deg. 46' West 82.44 feet to a stake; thence leaving said road North 6 deg. 51' East 123.3 feet to the BEGINNING.

The above tract comprising approximately 8.61 acres of that property conveyed to the City of Asheville by D. B. Sheehan by deed recorded in Deed Book 362, Page 392 and 4.36 acres of that property conveyed to the City of Asheville by Ethel Jane W. Bunting by deed recorded in Deed Book 366 at Page 602. The above property is conveyed subject to the right-of-way of Buck Shoals Road, the Fannings Bridge Road, the Boiling Springs Road, and the road leading passed the "Little Green House", and subject to the mineral reservations contained in the above referred to Deed from Ethel Jane W. Bunting to City of Asheville.

TO HAVE AND TO HOLD the above described land and premises, with all the appurtenances thereunto belonging, or in any wise appertaining, unto the Grantees, their heirs and/or successors and assigns forever.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, or, if corporate, has caused this Deed to be executed in its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.

ATTEST: CITY OF ASHEVILLE

By: _____

City Clerk Mayor

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

This the 7th day of June, 1958, personally appeared before me, a Notary Public, in and for the County of Buncombe, State of North Carolina, F. W. Miller, who, being by me duly sworn, says that he is Mayor of the City of Asheville and that the seal affixed to the foregoing and annexed deed is the corporate seal of said corporation, and that said instrument was executed by him, in behalf of said corporation by authority duly given, and the said F. W. Miller acknowledged said writing to be the act and deed of said corporation.

WITNESS my hand and notarial seal, this the ___ day and year first above written.

My commission expires: _____
Notary Public

STATE OF NORTH CAROLINA, COUNTY OF HENDERSON

Each of the foregoing certificates made by _____, a Notary or Notaries Public of the State and County named, is adjudged to be correct. Let the instrument and the certificates be registered.

This ___ day of _____, 1958.

Deputy Clerk Superior Court, Buncombe County, N. C.

Filed for registration in the _____ day of _____, 19___. at _____M.

Register of Deeds

The City Manager presented the audit of the City of Asheville for the period ending March 31, 1958.

The City Manager presented the statement showing the budget position of the City of Asheville for the period ending Mar 31, 1958.

. . .

Ruben J. Dailey, attorney for Dr. O. B. Thompson, presented a claim for damages in the amount of $400.00, which was referred to the Corporation Counsel for investigation.

June 4, 1958

Mr. Robert W. Wells
Corporation Counsel; The Honorable Mayor and Members of the City Council
of and for the City of Asheville
City Building, Asheville, N. C.

Dear Mr. Wells:

The following is an itemized expense incurred by Dr. O. B. Thompson as a result of a fall sustained by him on Blanton Street, in the city of Asheville, May 12, 1958. The place above referred to was approximately opposite and in front of 22 Blanton Street.

The said Dr. O. B. Thompson while walking along said Blanton Street or across said street his foot caught a rise in the pavement which is an uneven section of broken pavement caused by the failure of the City to maintain and repair said street.

Said Dr. O. B. Thompson fell on his face causing the following injuries and damages to property:

1. Cuts and bruises over and around his eyes when his glasses were broken upon striking the pavement.

2. His right arm and side were bruised; said side having to be taped, the same of which is still on his side.

3. Breaking his glasses and Blood Pressure Apparatus.

As a result of said falling Dr. O. B. Thompson was treated by Dr. H. F. Harrison, physician, for several days incurring approximately $33.00 in doctor bills and $7.00 in medication. Also his glasses had to be repaired at a cost of $6.00, the Blood Pressure Apparatus replaced was $35.00. This total amount of $81.00 plus three (3) weeks lost from his work and practice amounts to a total of $400.00 of which we feel that the city should pay.

Submitted by Ruben J. Dailey, Attorney for Dr. O. B. Thompson.

s/ Ruben J. Dailey
Ruben J. Dailey, Attorney

RJD/emf

[illegible]

Mr. Henry Fisher, representing a delegation of members of Local 1027 of the American Federation of State, County and Municipal Employees, representing employees of the Sanitary, Street, Maintenance Departments and City Auditorium, requested a $1.00 per day wage hike for hourly paid city employees.

Mayor Eller advised the delegation that it has always been the policy of the city administration to pay the going scale for employees.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, June 12, 1958 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, June 12, 1958, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen F. M. Mulvaney, T. B. Sumner, J. W. McRary, W. F. Algary, C. E. Morgan, C. M. Preslar, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

HOUSING AUTHORITY OF THE CITY OF ASHEVILLE - APPOINTMENT OF MEMBER (Eugene P. Coston)

Mayor Eller announced the appointment of Eugene P. Coston as a member of the Housing Authority of the City of Asheville to succeed Moore Bryson, who requested that he not be reappointed.

ORDINANCE #406 - AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE NO. 322, AS AMENDED, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE"

Following a discussion, Councilman Morgan introduced Ordinance No. 406, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE NO. 322, AS AMENDED, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE", which was, upon motion of Councilman Morgan, seconded by Councilman Preslar, unanimously passed on its first reading with the following vote:

Councilman McRary voted "aye"
Councilman Mulvaney voted "aye"
Councilman Algary voted "aye"
Councilman Preslar voted "aye"
Councilman Sumner voted "aye"
Councilman Morgan voted "aye"
Mayor Eller voted "aye"

AIRPORT - ADVERTISEMENT FOR BIDS

The City Manager announced he had received a letter from William E. Cox, Acting District Airport Engineer for the Civil Aeronautics Administration, approving plans and specifications for the new airport as revised, and authorizing the City to advertise for bids.

Following a discussion Councilman Mulvaney introduced a resolution authorizing City Manager to advertise for bids for construction work on new Asheville Airport, which was, upon motion of Councilman Mulvaney, seconded by Councilman McRary, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 447.

QUIT-CLAIM DEED - VENOY N. WRIGHT

Councilman Algary introduced a resolution authorizing Mayor to execute quit-claim deed to Venoy N. Wright, which was, upon motion of Councilman Algary, seconded by Councilman Sumner, unanimously adopted.

Complete copy of resolution will be found in Resolution Book #3 at page 448.

STATE OF NORTH CAROLINA,
COUNTY OF BUNCOMBE.

THIS INDENTURE, made and entered into this 12 day of June, 1958, by and between CITY OF ASHEVILLE, a municipal corporation existing under and by virtue of the laws of the State of North Carolina, party of the first part, and VENOY N. WRIGHT, party of the second part;

WHEREAS, the twelve-thirteenths undivided interest in the property hereinafter described is the major portion of that property described in a deed from Charles G. Lee, Trustee, to the Board of Financial Control, which deed is recorded in the office of the Register of Deeds for Buncombe County in Deed Book 450 at page 362; and said twelve-thirteenths undivided interest was acquired through liquidation of collateral security owned entirely by Buncombe County; and

WHEREAS, the City of Asheville does not claim any interest in the property, and desires to quit-claim any interest which it has or which it may appear to have because of the failure of the records in the office of the Register of Deeds for Buncombe County to reveal the true ownership of the property; and

WHEREAS, the County of Buncombe has conveyed its interest in the property to Venoy N. Wright, and has requested the City of Asheville to give a quit-claim deed to the said Venoy N. Wright in order to clear the record title;

WITNESSETH: That, for and in consideration of the premises and the sum of Ten Dollars paid by the party of the second part to the party of the first part, receipt of which is hereby acknowledged, the said party of the first part has bargained, sold, conveyed, relinquished and quit-claimed, and by these presents does bargain, sell, convey, relinquish and quit-claim unto the said party of the second part, his heirs and assigns forever, all the right, title and interest of the party of the first part in and to that certain piece, parcel or lot of land, lying and being in Buncombe County, North Carolina, and more particularly described as follows:

In Asheville Township, BEGINNING at a stake in an old fence corner, formerly the Mears Northeast corner, said stake being in the Southern line of Block "A" as shown on plat recorded in the office of the Register of Deeds for Buncombe County , N. C. in Plat Book 4, Page 81 and running thence with the old Mears line South 5 deg. 58' West 427.75 ft. to an old stake; thence South 87 deg. 10' East 344.6 ft. to a stake, formerly a chestnut; thence South 61 deg. 46' East 765 ft. to a stake; thence North 30 deg. 48' East 287.06 ft. to a stake; thence North 21 deg. 33' East 184 ft. to a stake; thence North 39 deg. 57' East 278.5 ft. to a stake; thence North 28 deg. 50' East 229.2 ft. to a stake; thence North 35 deg. 50' East 197.4 ft. to a stake; thence North 13 deg. 8' East 336 ft. to a stake; thence North 56 deg. 39' West 470 ft. to a stake; thence South 88 deg. 40' East 470.5 ft. to a stake; thence North 10 deg. 40' West 400 ft. to a stake; thence North 61 deg. 7' West 417.4 ft. to a stake; thence North 4 deg. 20' East 282.25 ft. to a stake; thence South 75 deg. West 264 ft. to a stake; thence North 15 deg. West 54 ft. to a stake, formerly a white oak; thence South 41 deg. 40' West 646 ft. to a stake; thence South 37 deg. 30' East 118 ft. to a stake; thence South 43 deg. 30' West 197 ft. to a stake; thence South 37 deg. 55' East 45.3 ft. to a stake; thence South 74 deg. 39' West 179.3 ft. to a stake; thence South 23 deg. 20' East 45.5 ft. to a stake; thence South 50 deg. 20' East 157.6 ft. to a stake; thence South 63 deg. 26' West 299.25 ft. to a stake; thence North 26 deg. 39' West 13.33 ft. to a stake; thence South 86 deg. West 124.3 ft. to a stake; thence North 7 deg. East 143.17 ft. to a stake; thence South 64 deg. West 140 ft. to a stake; thence South 78 deg. 30' West 220 ft. to a stake; thence South 16 deg. 15' West 310 feet to a stake in the Northern line of Block "B" as shown on plat recorded in the office of the Register of Deeds for Buncombe County, N. C., in Plat Book 6, at Page 31; thence South 10 deg. West 135 ft. to a stake in the center of Atkins Street; thence South 14 deg. 36' West 120.5 ft. to a stake; the Southeast corner of Lot 1, Block "A" as shown on plat recorded in the office of the Register of Deeds for Buncombe County, N. C. in Plat Book 4, Page 81; thence with the Southern line of Block "A" of said plat, South 78 deg. 5' East 344.6 ft. to the BEGINNING. EXCEPTING THEREFROM that property shown and designated as Block "A" on plat recorded in the office of the Register of Deeds for Buncombe County, N. C. in Plat Book 4, Page 81, together with a small strip of land 7 ft. in width adjoining Lot 15, of said block and plat on the Southeast line thereof and particularly described in Deed Book 355, Page 563. ALSO EXCEPTING that property shown and designated as Lots 1 through 5, Block "D"; 1 through 4, Block "C", and a 1 acre tract and a 1.121 acre tract on plat recorded in said Register's office in Plat Book 6, Page 6. ALSO EXCEPTING those lots shown as Lots 5 through 9, Block "C" and 7 through 11, Block "D" as shown on plat recorded in said Register's Office in Plat Book 6, Page 8 and that property designated as Lots 1 through 12, Block "B" as shown on plat recorded in said Register's Office in Plat Book 6, Page 31. And being the major portion of that property described in deed from Charles G. Lee, Trustee, to the Board of Financial Control which deed is recorded in the office of the Register of Deeds for Buncombe County, N. C. in Deed Book 450, Page 362.

Subject to any right-of-way for any public street, road or highway presently existing thereon.

TO HAVE AND TO HOLD the above described land and premises, together with all the rights and appurtenances thereunto belonging or in any wise appertaining, unto the said party of the second part, his heirs and assigns, to his only use and behoof forever.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be signed by E. W. Eller, its Mayor, attested by Margaret Simmons, City Clerk, and its corporate seal to be affixed thereto, this the day and year first above written.

CITY OF ASHEVILLE

By S/ E. W. Eller
Mayor

ATTEST:

S/ Margaret Simmons
CITY CLERK

(SEAL)

State of North Carolina,
County of Buncombe.

This 12 day of June, 1958, personally appeared before me, a Notary Public, in and for the County of Buncombe, State of North Carolina, E. W. ELLER, who, being by me duly sworn, says that he is Mayor of the City of Asheville and that the seal affixed to the foregoing and annexed deed is the corporate seal of said corporation, and that said instrument was signed and sealed by him, in behalf of said corporation by authority duly given, and the said E. W. Eller acknowledged said writing to be the act and deed of said corporation.

WITNESS my hand and Notarial Seal, this the day and year first above written.

My commission expires:
Dec. 16, 1958
(Seal)

S/ Lillian Ducker
Notary Public

State of North Carolina,
County of Buncombe.

Each of the foregoing certificates, namely of _____, a Notary or Notaries Public of the State and County designated, is adjudged to be correct. Let the instrument and the certificates be registered.

This ____ day of _____, 1958.

Deputy Clerk Superior Court,
Buncombe County, N. C.

Filed for registration on the _____ day of _____, 1958, at _____M.

Register of Deeds

CIVIL SERVICE BOARD - ANNUAL REPORT

The City Manager presented to the Council the Annual Report of the Civil Service Board for the year 1957-58.

CITY EMPLOYEES - WAGE INCREASE REQUEST

Mr. Henry Fisher, representing employees of the Sanitary, Street, Maintenance Departments and City Auditorium, again appeared before the Council with a request for a wage raise for hourly paid city employees.

He was advised by Mayor Eller that the policy of the city administration is to pay the prevailing wage scale for employees, but that this matter would be taken into consideration in making up the new budget.

PETITION - BUS SERVICE

Mr. Henry Fisher presented a petition signed by residents in the Biltmore Section of the City of Asheville requesting the City Council to demand that White Transportation Company continue at least an hourly service over the present bus routes in the Biltmore Section.

The City Manager was requested to discuss this matter with White Transportation Company and report back to the Council.

TRAILERS AND TRAILER CAMPS - Opposition to Ordinance

Dr. H. A. Hutchins and another appeared before the Council to discuss the proposed ordinance regulating trailers and trailer camps.

The Corporation Counsel explained the provisions of the ordinance.

There being no further business, the meeting was upon motion adjourned.

MAYOR

Margaret Simmons
CITY CLERK

Thursday, June 19, 1958 - 4:00 o'clock P. M.

The City Council met in regular session Thursday, June 19, 1958, at 4:00 o'clock P. M. with Mayor E. W. Eller presiding. Present: Councilmen J. W. McRary, C. E. Morgan, C. M. Preslar, F. M. Mulvaney, T. B. Sumner, W. F. Algary, City Manager Weldon Weir, and Corporation Counsel R. W. Wells.

The minutes of the previous meeting were read and approved.

PETITION - YOUNG WOMEN'S CHRISTIAN ASSOCIATION TO USE ASHLAND AVENUE SCHOOL PROPERTY

A petition was presented from the Directors and Trustees of the Young Women's Christian Association of Asheville requesting that the property on the east side of Ashland Avenue, formerly the site of the Ashland Avenue School, be conveyed by deed or long-term lease to the Y.W.C.A. as the site of a new building or buildings to be used by the Phyllis Wheatley Branch of the Asheville Y.W.C.A.

The City Manager advised the Council that the City holds a fifty year lease on this property, which lease still has 42 years to run, and that the property is now being used as a teen age center. The City Manager stated he felt the Council should do everything possible to assist the operation of the Phyllis Wheatley branch.

Whereupon, Councilman Preslar moved that the Corporation Counsel be instructed to confer with attorneys of the Y Branch and the two school boards to attempt to work out the details of complying with this request, which motion was seconded by Councilman Mulvaney, and unanimously adopted.

PETITION - REMOVAL OF HOUSES ON HAYWOOD AND OTHER STREETS IN THIS VICINITY

A petition was presented signed by some thirty persons requesting that action be taken to remove certain houses in the area bounded by Haywood Street, Roberts Street, Park Avenue, Birdwood Street and Green Street.

This matter was referred to the City Housing Officer for investigation.

CARNIVALS - PROTEST BY JUVENILE PLANNING GROUP OF ASHEVILLE AND BUNCOMBE COUNTY

A letter was received from the Juvenile Planning Group of Asheville and Buncombe County referring to a carnival held recently in the city which allegedly featured indecent exhibitions, and requesting tighter supervision of such shows in the future.

The City Manager advised that most of such shows are licensed at the request of fraternal or civic groups but that in the future more attention would be paid to issuing permits and to police supervision of these shows.

The Council referred the matter to the Department of Public Safety.

ORDINANCE #406 - AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE NO. 322, AS AMENDED, KNOWN AS "AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE"

One person appeared and presented a letter regarding the proposed trailer ordinance, which was accepted as information.

Whereupon, upon motion of Councilman Morgan, seconded by Councilman Preslar, Ordinance No. 406, being "AN ORDINANCE AMENDING THE ZONING MAP AND ZONING ORDINANCE, BEING ORDINANCE NO. 322, AS AMENDED, KNOWN AS ' AN ORDINANCE PROVIDING FOR THE ZONING OF THE CITY OF ASHEVILLE'", was unanimously passed on its second reading with the following vote:

Councilman McRary voted "aye" — Councilman Preslar voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Algary voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE #407 - INTERIM APPROPRIATION ORDINANCE

Councilman Morgan presented Ordinance No. 407, being "INTERIM APPROPRIATION ORDINANCE", which was, upon motion of Councilman Morgan, seconded by Councilman Mulvaney, unanimously passed on its first reading with the following vote:

Councilman McRary voted "aye" — Councilman Preslar voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Algary voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

CHARTER REQUIREMENT ORDINANCE BE READ ON THREE SEPARATE DAYS - DISPENSED WITH

Upon motion of Councilman McRary, seconded by Councilman Mulvaney, the Charter requirement that the above ordinance be read on three separate days was dispensed with by a unanimous vote.

ORDINANCE #407 - INTERIM APPROPRIATION ORDINANCE

Upon motion of Councilman Morgan, seconded by Councilman Mulvaney, Ordinance No. 407, being "INTERIM APPROPRIATION ORDINANCE", was unanimously passed on its second reading with the following vote:

Councilman McRary voted "aye" — Councilman Preslar voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Algary voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE #407 - INTERIM APPROPRIATION ORDINANCE

Upon motion of Councilman Morgan, seconded by Councilman Mulvaney, Ordinance No. 407, being "INTERIM APPROPRIATION ORDINANCE ", was unanimously passed on its third and final reading with the following vote:

Councilman McRary voted "aye" — Councilman Preslar voted "aye"
Councilman Mulvaney voted "aye" — Councilman Sumner voted "aye"
Councilman Algary voted "aye" — Councilman Morgan voted "aye"
Mayor Eller voted "aye"

ORDINANCE NO. 407

INTERIM APPROPRIATION ORDINANCE

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ASHEVILLE:

Section 1. That in order to operate the city from July 1, 1958, to the date of the adoption of the 1958-59 Budget Ordinance, appropriations are hereby made for the purpose of paying salaries, the principal and interest on indebtedness, and the usual ordinary expenses of the city at the same rate of expenditure as provided for in the budget for the 1957-58 fiscal year. This ordinance shall cease to be effective from and after the adoption of the 1958-59 Budget Ordinance, and all expenditures made in accordance with this ordinance shall be chargeable to appropriations made in the 1958-59 Ordinance.

Section 2. This being an ordinance relating to budgets and appropriations shall be in full force and effect immediately upon its final passage.

I move the adoption of the foregoing ordinance, this 19th day of June, 1958.

C. E. Morgan
COUNCILMAN

SECONDED BY: Frank Mulvaney
COUNCILMAN

Read, approved and adopted, this 19th day of June, 1958, to become effective 19th day of June, 1958.

E. W. Eller
MAYOR

Margaret Simmons
CITY CLERK

APPROVED AS TO FORM:

Robt. W. Wells
CORPORATION COUNSEL

BUDGET ESTIMATE

The City Manager presented the Budget Estimate for the City of Asheville for the fiscal year 1958-59 as prepared by the City Manager, and the Council placed a copy of same on file for public inspection in the office of the City Clerk.

Upon motion of Councilman Mulvaney, seconded by Councilman McRary, the City Clerk was directed to publish Notice of Presentation of the Budget Estimate.

The City Manager suggested that the Council set aside next Thursday to study the budget.

The City Manager advised that the new North End Fire Station would be ready to open by July 1st, and that the new lighting facilities at Vance School should be completed within ten days.

RECREATION PROGRAM

The City Manager presented the Recreation Department Program to the Council.

There being no further business, the meeting was upon motion adjourned.

MAYOR — CITY CLERK

Thursday, June 26, 1958 - 4:00 o'clock P. M.

Because of the lack of a quorum, no meeting of the City Council was held on the above date.

MAYOR — CITY CLERK

State of North Carolina
Department of Archives and History
Raleigh

CERTIFICATE OF AUTHENTICITY

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(Signed) H. O. Stuart
Camera Operator

Date 7-10-73

NCDA&H

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OF BOOK